

COLLECTIVE AGREEMENT

between:

JAMES RIVER CANADA INC.,
(hereinafter referred to as "THE COMPANY")

and

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL N1
(hereinafter referred to as "THE UNION")

01372 (06)

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SECTION 1

PURPOSE

The general purpose of this Agreement is in the mutual interest of the employer and the employee to provide for the operation of the plant under methods which will further to the fullest extent possible the safety and welfare of the employees, including hours, wages and other conditions of employment, economy of operations, quality and quantity of output, cleanliness of plant and protection of property.

This Agreement represents the full and complete Agreement between the parties and it is understood and agreed that any subject matter not referred to in this Agreement shall not be open for negotiations during the term of the Agreement except as the parties mutually agree.

SECTION 2

RECOGNITION

The Company agrees to recognize the Union as the sole representative for all employees of the Company located in Brampton, save and except Shift Supervisors, persons above the rank of Shift Supervisor, guards, engineers, office staff, sales staff and temporary or probationary employees.

SECTION 3

UNION SECURITY

It is agreed that all current employees shall, as a condition of continued employment, maintain Union membership seven hundred and twenty (720) hours after the effective

date of this Agreement, provided that only permanent bargaining unit employees as defined in this Agreement shall be eligible for Union membership.

All new employees shall join the Union upon clearance into permanent status. A probationary period of seven hundred and twenty (720) hours will apply throughout all relevant clauses for the term of this Contract.

SECTION 4

VOLUNTARY CHECK-OFF

The company voluntarily agrees to deduct Union dues once each month from the **pay** cheque **of** all members who have voluntarily signed check-off cards “and deduct application fee for an employee to become a member.” If a member is absent at the time of deduction, that month’s dues would automatically be deducted along with the next month’s dues, thereby keeping that member in continuous good standing. The Company will remit the money thus collected to the Treasurer **of** the Union prior to the fifteenth (15) day of the month in which the deduction is made.

SECTION 5

MANAGEMENT RIGHTS

It is agreed that the Company possesses all the rights, powers, privileges, or authority that it had prior to the signing of this Agreement, except such as are specifically relinquished or modified herein, and such rights, powers, privileges or authority shall not be exercised in a manner inconsistent with the provisions **of** this Agreement.

SECTION 6
WORK PERFORMED BY NON-BARGAINING
UNIT EMPLOYEES

Employees of the Company whose regular jobs and classifications are excluded from the bargaining unit covered by this Agreement shall not perform work on hourly rated jobs, emergencies excepted, where the effect is to displace a regular bargaining unit employee. It is understood that non-bargaining unit employees, will perform occasional work and that in addition work performed in the following circumstances shall be part of their regular duties.

In line with or in the course of his/her supervisory duties including the training and instruction of employees on new or changed operations; to assure proper standards of work and job performance; to protect the safety of employees and equipment; to overcome production or operational difficulties or troubles; and to avoid temporary interruption of continuous operation or schedules.

SECTION 7
NEW EQUIPMENT AND NEW RATES

It is agreed that when additional equipment or machinery is installed or major modification is made to existing equipment or machinery and in operation, Management and the Shop Committee will meet not later than two (2) months after such an installation and by mutual agreement give new equipment or machinery a rate classification in line with the classifications as set forth in Schedule B of this Agreement. The rate will become effective from the

end of the month following the date of mutual agreement.

SECTION 8

LEAVE OF ABSENCE

The Company may grant leave of absence to any employee for legitimate personal reasons and any person who is absent with written permission shall not be considered to be laid off and his/her seniority shall continue to accumulate during this absence up to a period of six (6) months.

Upon the written request of an employee, and provided she has been employed by the Company for at least twelve (12) months, a maternity leave of absence, not to exceed twelve (12) months, will be granted. The employee will be permitted to continue in employment until a date recommended by her physician, subject to the approval of the Company's medical officer that continuation of the duties of her job will not be injurious to her health or welfare.

An employee absent on maternity leave will be reinstated on her previous job, or added to the recall list in accordance with the terms of this Agreement as the case may be, upon receipt of a doctor's statement of her ability to perform the work.

Leave of absence may be provided after all vacation has been utilized in special cases of hardship or emergency, it being understood that vacation will be first utilized prior to a leave of absence being requested.

If an employee is selected to be a Business Agent for the

Union, the Company shall grant that employee a leave of absence of **up** to two (2) years, at which time a decision must be made either join GCIU or to **return to their prior** position with the Company.

SECTION 9

STRIKE AND LOCKOUTS

The Union and the Company agree no strikes, walkouts, or lockouts shall occur during the life of this Agreement but the Union reserves the right to refuse to execute any struck work received from any other employer whose employees belong to or are affiliated with the parent Union, except that materials and supplies belonging to the Company which are on the premises of the struck employer can be moved at the Company's discretion without interference by the Union.

SECTION 10

GRIEVANCE PROCEDURE

- 1) A grievance is defined as being a complaint by an employee or group of employees arising from the interpretation, application, administration or alleged violations of this Agreement.
- 2) Such a complaint shall be processable as a grievance under this procedure only if the action outlined in the first step is taken by the employee or employees within five (5) days after the alleged circumstances originated or occurred or were discovered providing such discovery does not go beyond a thirty (30) day period.

- 3) Earnest efforts shall be made to adjust said grievance as quickly as possible through the successive steps listed below:

First Stage

- a) The First Stage shall be between the employee and his/her Department Head. The Department Steward may be present at this meeting if the employee so desires. The decision of the Supervisor shall be made within three (3) days and if such decision is not considered satisfactory by the employee then within four (4) working days of its receipt, the employee may forward the grievance to his/her Department Steward for hearing at the Second Stage of the Grievance Procedure.

Second Stage

- b) The grievance of the employee shall be reduced to writing on a standard form supplied by the Union and signed by the employee concerned. A copy will be sent to the Department Head. The Director of Manufacturing, or his/her representative, will discuss the matter with the parties concerned, including the Chapel Chairperson and Department Steward and shall render a written decision within five (5) working days.

Third Stage

- d) If the Department Head's answer does not dispose of the grievance, the Union shall, within five (5) working days of receipt of that answer,

notify the Management of the desire to appeal the grievance to the Third Stage of the Grievance Procedure. The Management or his/her representative, shall meet with the Business Agent and the Shop Committee within fifteen (15) working days and shall give the Union written answer to the grievance within five (5) working days of the meeting.

Fourth Stage

- e) If the Management's answer does not dispose of the grievance, then any grievance arising out of the interpretation, application, administration or alleged violation of this Agreement may be referred to Arbitration at the request of either party. If the Union does not give notice of intent to arbitrate within ten (10) working days after written receipt of the last answer of the Company, that last answer of the Company will be final and binding on both parties.
- 4) **Policy grievance** - The Chapel Chairperson may file a policy grievance at the Third Stage of the Grievance Procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Collective Agreement and which could not otherwise be resolved at lower stages of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

SECTION 11

ARBITRATION

- 1) The party desiring to submit a matter to Arbitration, shall deliver to the other party a Notice of Intention to Arbitrate. Notices to the Company shall be addressed to the Management with a copy going to the Director of Manufacturing and notices to the Union shall be addressed to the offices of Local N1. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The Notice shall also stipulate the nature of relief or remedy sought.
- 2) it is agreed that disputes which are carried to the Arbitration Stage shall be heard before a single Arbitrator. The Company and the Union will select a sole arbitrator between them to render just decisions in the matter of labour disputes.
if an agreement as to the choice of an arbitrator is not arrived at within 5 working days, the Ministry of Labour will be asked to appoint an arbitrator.
- 3) Powers of the Arbitrator - The Arbitrator shall not have the power to add to, subtract from, alter or amend this Agreement.
- 4) Expenses and Award of Arbitrator - The decision of the Arbitrator shall be final and binding on both parties and his/her fees and expenses shall be shared equally between the parties.
- 5) The time limits specified herein shall be deemed to

be exclusive of Saturdays, Sundays, and Plant Holidays, and may be extended by mutual consent of the parties concerned.

- 6) In the event of a dispute proceeding to Arbitration during the life of the new Agreement, the original signed copies may be used at the request of either party as the official document and the printed copy ignored.

SECTION 12

DISCIPLINE AND DISCHARGE CASES

Where an employee is to be given a written disciplinary warning or suspension, the employee, should he/she so request it, shall be afforded Union representation. Should the employee decline representation the Union will be so notified within two (2) days.

Copies of disciplinary write-ups will be provided to the employee involved in the action and the Chapel Chairperson of the Union. Any record in an employee's file, which relates to corrective discipline, will not be used against the employee, if a period of eighteen months has elapsed since the last disciplinary action was taken.

A claim by an employee that he/she has been discharged without proper cause shall be treated as a grievance and shall be lodged in writing with the Union and the Company within five (5) working days after the employee ceases to work for the Company. The grievance shall thereupon be processed commencing with the meeting provided for in the Third Stage of the Grievance Procedure. If the employee's claim is found to be justified,

he/she shall be reinstated in his/her employment, with full compensation for the time lost at regular rates and without loss of seniority rights; or, with such less compensation as may appear just and equitable to the conferring parties, or the Arbitrator.

SECTION 13

COMPANY GRIEVANCES

If the Company has a grievance it shall be taken up with the Union and if not settled satisfactorily at the Third Stage of the Grievance Procedure, the grievance shall proceed to Arbitration under Section 11.

SECTION 14

SHOP COMMITTEE

The Company acknowledges the right of the Union to appoint or otherwise elect a Shop Committee of not more than five (5) employees and will recognize and deal with the said Committee with respect to any matters which properly arise from time to time during the life of this Agreement. The Company and the Union agree that members of the Shop Committee must have one year's service with the Company.

It is clearly understood that the members of the Shop Committee shall constitute the Negotiating Committee and the Union agrees to supply the Company with the names of the Shop Committee and any changes thereto promptly.

The Union and the Company acknowledge that members

of the Shop Committee have regular duties to perform in their employment and that such persons will not leave their regular duties without first obtaining permission from their Shift Supervisor. This permission shall not be unreasonably withheld by their Shift Supervisor.

Members of the Shop Committee will not lose pay for time spent during the Committee Members' regularly scheduled working hours while attending grievance meetings with Management representatives. Members of the Shop Committee who are scheduled to work the day shift will not lose pay for time spent during their regularly scheduled working hours while attending negotiation meetings with Management representatives, other than conciliation, mediation, and arbitration.

SECTION 15

SENIORITY

- 1) All employees with 720 hours or less of worked service shall be designated as probationary employees and shall not attain seniority status unless he/she has served in a union jurisdiction job for seven hundred and twenty (720) hours. Notwithstanding any other clause in this Agreement, a probationary employee *may be disciplined or discharged were it is determined by the company that the employee is not suitable for the job. The parties agree that such standard amounts to a lesser standard than just cause in accordance with the provisions of the Labour Relations Act as amended by Bill 40 and that such action by the Employer is not subject to the*

grievance and arbitration procedures and dots not constitute a difference between the parties. Furthermore, a probationary employee will have no access to the grievance procedure or arbitration with respect to non-disciplinary or non-discharge matters, except that such employee would be governed by wages set out in Appendix A, and could file a grievance if not paid wages in accordance with Appendix A. A probationary employee will not be eligible to any company benefits until the employee attains permanent status. Any employee laid off prior to completing his/her full seven hundred and twenty (720) hour probationary period, shall, provided he/she is recalled within two calendar months from date of layoff, accumulate such days worked prior to his/her layoff towards completion of his/her probationary period. Upon completion of the seven hundred and twenty (720) hour period, the employee will be deemed eligible for permanent status and Union membership providing the Company clears him/her for permanent status. Upon the attainment of seniority, the employee's seniority rating will be calculated from the date of employment or re-employment.

No probationary employee will:

- a) have rights under the grievance procedure or arbitration under the contract.
- b) be entitled to any benefits, holidays and sick pay under the contract.
- c) be entitled to job postings if there are permanent

employees who can demonstrate they are qualified for the posting and have applied for such posting.

e) be entitled for lead hand status.

Any employee hired as a summer replacement shall be a temporary employee and not covered by this contract, not eligible for Union membership and not represented by the Union, or retained to perform bargaining unit work while regular employees are on layoff, provided the regular employees have the ability and experience to perform the available work.

2) Subject to the grievance procedure, an employee's seniority shall be broken and his/her employment shall be deemed to be automatically terminated when he:

a) Quits

b) Is discharged for proper cause.

c) Fails to signify his/her intention to return to work within (2) days after being recalled, and unless within three (3) days after being recalled he/she returns to work or gives a satisfactory reason for not returning.

d) Is absent for three (3) working days without notifying the Company and/or without giving a satisfactory explanation for not reporting.

e) Is laid off for lack of work for a period of more than twelve (12) months.

f) Fails to report for work following expiration of an authorized leave of absence:

3) All job vacancies occurring in bargaining unit jobs

shall be posted on the Plant bulletin board for a period of forty-eight (48) hours, (Saturdays, Sundays and Plant Holidays excluded). Any employee wishing to be considered for assignment shall complete a Company form provided for this purpose and present it to the Department Head after first notifying his/her Shift Supervisor of his/her intention. Job vacancies will not be posted when the vacancy is filled within the department where the vacancy exists. Selection will be made in accordance with the paragraph 4 of this Section 15.

- a) The successful applicant on a job posting will not be allowed to bid on another job posting for a period of (6) months.
 - b) **An** employee who participates in a Company sponsored training program will remain in that program until his/her successful completion of that program and will not be allowed to bid on another job posting during the training period.
- 4) Promotions, transfers, demotions, layoffs and recalls from layoff, shall be made on the basis of seniority as between all individual employees where, in the judgment of Management, the qualifications of such employees, including ability and experience, are equal. The Shop Committee shall be informed by Management of any changes in the status of Union members and shall be given the opportunity to present its view on the changes. In any case, however, conclusions regarding the relative abilities of employees shall be subject to the provisions of the Grievance Procedure of this Agreement.

- 4.1) The employee selected and the union will be notified within 4 weeks as to when management will be probably ready to **make the appointment** which in any event will not be more than 6 months after date of notification. Where an employee cannot be released from his/her assignment due to manpower or production requirements, he/she will be eligible to receive the lowest rate in the new job progression until such time as he/she can be released from his/her current assignment.
- 4.2) In the event of a layoff which lasts more than a week management will be guided by the following criteria:
- An employee who has previously held a job for available work and has been able to demonstrate capability of being able to do the job in all respects shall be given precedence over an employee who has not had such experience or demonstrated such capability.
 - If the available work is that of a packer or sorter layoff shall be based on seniority provided an employee is available and capable of attendance and can satisfactorily perform the assigned work.
- 5) Once a year, when a promotion or lateral vacancy exists, employees may express a preference to transfer to another job in a different department other than the one in which they are presently working. Employees indicating a preference for a particular job will be offered the job once only. **If he/she** so chooses the job, the employee will be assigned and enter the new job, the employee will be assigned and

enter the new job carrying his/her own rate. He/she will continue at this carryover rate i.e. be red circled at entry, for such period as would require him/her to move through the progression time periods based on a gain in experience, performance and competence from entry level. **As** and when the employee achieves a level of progression whose rate exceeds his/her red circled transfer rate, his/her rate will be adjusted up to the said level of progression. If he/she refuses the job, his/her name will be removed from the preference list for that year. In assignment to these jobs, the senior employee will be assigned provided he/she meets the requirements for that particular job.

- 6) The Company will communicate with employees at the address left with the Employee Relations Department. When the Company is unable to contact the employee, the Company will send a registered letter to the employee's last known address. This shall be deemed sufficient notification. In the event of failure of any communication to reach an employee because of the fact that the employee has changed his/her address and failed to advise the Company, the responsibility will be the employee's and the Company will consider that the employee is no longer interested and his/her name shall be removed from the seniority list.
- 7) Application of seniority shall be plant wide.
- 8) A plant seniority list shall be prepared by the Company and a copy given to the Chapel Chairperson semiannually.

- 9) The Company will notify the Union of any scheduled layoff, two (2) full shifts of the employee affected, **prior to the layoff becoming effective.**
- 10) Employees covered by this Agreement who are transferred to positions beyond the scope of this Agreement, and later return to positions within the scope of this Agreement, shall retain the seniority previously acquired as of the date of transfer out of the bargaining unit, provided the return to the bargaining unit takes place within twenty-four (24) months of the date of transfer.
- 11) During their terms of office, members of the Shop Committee shall be considered as having leading seniority in their respective departments for the sole purpose of considering length of continued service in connection with layoffs, in accordance with paragraph 4 of this Section 15.

SECTION 16

SUPPLEMENTARY AGREEMENTS TO BE REDUCED TO WRITING

During the life of this Agreement, any agreement reached by the Company and the Union, on a matter which may arise and is not already covered by this Agreement will be put in writing and approved by both parties.

SECTION 17

UNION MEETINGS AND BULLETIN BOARD

No Union meeting or activities of any kind shall be held during working hours, unless authorized by the Company.

The Union shall have the use of the bulletin board for the posting of Union announcements and notices.

SECTION 18

NO DISCRIMINATION

The Company recognizes and will not interfere with the right of its employees to become members of the Union and agrees that there shall be no discrimination, interference, restraint, or coercion by the Company, or any of its agents against any employee because of membership or activity in the Union, or against any employee who may represent other employees in the discharge of his/her duties as a member of the Union Committee.

The Union agrees that there will be no discrimination, or intimidation, interference, restraint or coercion exercised upon employees of the Company by any of its members or representatives.

Company will supply Union with names of new members as and when probation is complete.

SECTION 19

WORK RULES

Company rules for the employees are hereby mutually adopted and it shall be the duty of both parties to see that the same are enforced. Such rules shall be posted in each department and are appended hereto - Schedule E.

SECTION 20

WAGES

- 1) Wage rates shall be paid in accordance with Schedule B attached hereto. Progress through progression is predicated on satisfactory productivity\performance and attendance at each step.
If **an** employee's progression is to be withheld, local Management will meet with the employee to discuss the reason(s) for withholding the progression.
- 2) An employee promoted to another grade will transfer over to the step in that grade nearest to the rate he/she was receiving but which will provide an increase. Such employee will remain in that step for a six (6) month period.
- 3) An employee having been promoted to a higher grade and subsequently returning to a lower grade will return at the step in the lower grade to which he/she has progressed, with recognition for time spent in the higher grade.
- 4) Employees, who are temporarily assigned responsibilities paying a lower rate, shall be paid their regular rate for a duration of such temporary assignment up to ten (10) working days whereafter they will be paid at the lower rate.

SCHEDULE A

WORKING CONDITIONS AND HOURS OF WORK

The basic straight time work schedule shall be a five (5) day, forty (40) hour work week, Monday through Friday. When operating a three (3) shift department, the Monday work day shall begin at the start of the third shift on Sunday night.

It may be necessary because of production requirements to deviate from the scheduled hours of work. In such instances the Union will be notified.

Employees engaged in a scheduled operation where one employee succeeds another in conducting the operation, are considered shift workers. **All** other employees are non-shift workers.

HOURS OF WORK

1) Day Workers and One Shift Departments:

Five (5) days of eight (8) hours, 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive.

Lunch Period: 30 minutes unpaid

2) Two Shift Departments:

a) First Shift - Five (5) days of eight (8) hours,
7:00 a.m. to 3:00 p.m., Monday to Friday, inclusive.

b) Second Shift - Five (5) days of eight (8) hours,
3:00-3:30 p.m. to 11:00-11:30 p.m.,
Monday to Friday, inclusive.

Lunch Period: 20 minutes paid

3) Three Shift Departments:

- a) First Shift - Five (5) days of eight (8) hours, 7:00 a.m. to 3:00 p.m., Monday to Friday, inclusive.
- b) Second Shift - Five (5) days of eight (8) hours, 3:00 p.m. to 11:00 p.m., Monday to Friday, inclusive.
- c) Third Shift - Five (5) days of eight (8) hours, 11:00 p.m. to 7:00 a.m., Sunday to Thursday, inclusive.

Lunch Period: 20 minutes paid

An employee who is scheduled to start his/her shift at anytime outside of the periods identified in sections 1, 2 or 3 of this Schedule A shall be paid, for all hours worked during his/her shift, any shift premiums applicable to that shift which coincides with the majority of his/her straight time hours worked. When an employee's hours are equally divided between two shifts the higher shift premium will apply.

4) Miscellaneous:

When operations dictate that a day work function is performed on the second and/or third shift in the Maintenance Department, Material Handling Department or Sorting, the employee working that second and/or third shift, will **work** an eight (8) hour shift with a 20 minute paid lunch.

- 5) Should the foam plant move to a five (5) day work week from the present seven (7) day work week and the paper plant continue on its present five (5) day work week, then both foam and paper plants will start on three (3) shift operations on a five (5) day work week at 7:00 a.m. Mondays.

First Shift: Five days of eight hours 7.00 a.m. to 3.00 p.m. Monday to Friday inclusive

Second Shift: Five days of eight hours 3.00 p.m. to 11.00 p.m. Monday to Friday inclusive

Third Shift: Five day of eight hours 11.00 p.m. to 7.00 a.m. Monday to Friday inclusive

In the event that foam reverts to a seven (7) day schedule and paper remains on a five (5) day schedule, paper will return to the present schedule start at 11.00 p.m. Sunday, while foam will revert to its seven (7) day schedule as at present.

SHIFT PREMIUM

All hours worked by an employee during a work day shall be considered as being worked on the shift on which he/she starts to work, except that work performed on two (2) shifts shall be paid the shift differential of the shift on which the majority of time is worked. If equal hours are worked between two (2) shifts the higher shift rate will apply. When two (2) complete shifts are worked, the rate applicable to each shift will be paid.

OVERTIME PROVISIONS

It is understood that the Company may require employees to perform work in excess of their regularly scheduled hours with the understanding that an individual employee may be excused from working overtime for reasons that would not be sufficient to excuse him/her from working during regular hours.

- 1) **All** work performed in excess of eight (8) hours per day Monday through Friday shall be paid for at time and one half of the straight time rate for the first three (3) hours and double time thereafter.
- 2) **An** employee scheduled for Saturday morning work shall work the first four and one half (4 1/2) hours at time and one half the straight time rate and double time thereafter.
An employee scheduled for shift work on Saturday will be paid time and one half for the first four (4) hours of his/her shift and double time thereafter.
- 3) Double the straight time rate shall be paid for all work performed from 11:00 p.m. Saturday to 11:00 p.m. Sunday. When operating a three (3) shift department, double the straight time rate shall be paid for all work performed on the Sunday work day.
- 4) Double time plus Holiday pay when earned shall be paid for the hours worked on the Plant Holidays recognized in this Agreement.

- 5) The rate of pay for Holiday pay purposes will be the rate of the job on which the employee works on the day preceding or the day following the Holiday, whichever is the higher.
- 6) When it becomes necessary to go into overtime, the Company shall use the most economical means available and wherever possible the overtime hours shall be distributed equitably according to class.

When an employee is requested to work, a record shall be kept of the job in order to share overtime among the employees. Overtime refused will be credited for equalization purposes.

REPORTING TIME

When an employee reports to work pursuant to schedule and is sent home because no work is available, and he/she has not been notified prior to his/her starting time not to come in, he/she shall receive at least eight (8) hours' pay or eight (8) hours' work at the rate of his/her regular job, provided:

- 1) That it is agreed that no reporting time payments will be due where work is not available because of fires, floods, disasters, power failure or any other causes over which Management has no control.

CALL TIME

- 1) An employee called in to work after having completed his/her regular shift or day schedule shall be paid call time in addition to pay for actual time worked at the applicable straight time or overtime rate, but not less than a combined total of four (4) hours straighttime pay for any one call.
- 2) An employee called in to perform work prior to the start of his/her scheduled shift or day work will not be eligible for call time penalty pay if he/she continues to work into his/her next scheduled shift or day work, provided:

That it is agreed that an employee's work schedule may be changed at any time by Management upon notification to the employee before leaving the Plant following his/her last preceding work schedule and such change shall not then be subject to call time.

FUNERAL LEAVE

- 1) Employees with one (1) year's service with the Company who are required to be absent from work because of death in their immediate family will be reimbursed for necessary lost time at their straight time rate when arranging for and attending the funeral provided however, that reimbursement will be limited to that period of time beginning with the day of death and ending with the day of the funeral, and not to exceed three (3) scheduled work days, eight (8) hours per day. In the case of the death of an

employee's grandparents, reimbursement will be limited to one (1) day for attending the funeral.

Employees with one (1) year's service with the Company who are required to be absent from work because of death to their spouse or child will be reimbursed for necessary lost time at their straight time rate when arranging for and attending the funeral provided however, that reimbursement will be limited to that period of time beginning with the day of death, and will not exceed four (4) scheduled work days, eight (8) hours per day or twelve (12) hours whichever is applicable.

- 2) In the event the employee is unable to attend the funeral of an immediate relative, as defined below, he/she shall be granted a one day leave of absence (compassionate leave), and pay at regular straight time basic rate on the day of the funeral provided the funeral occurs on a day on which the employee was regularly scheduled to work.
- 3) Immediate family, for the purpose of this sub-section on Funeral Leave, is defined as including the following only; the employee's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

PENSION PLANS

The noncontributory pension plan as described in Appendix B shall be effective currently with this Agreement.

'GROUP INSURANCE PLAN

A noncontributory Group Insurance Plan will be effective concurrently with this Agreement. The provisions of this Plan are incorporated in this Collective Agreement as Appendix A.

JURY DUTY

A permanent employee required to serve as a jury member or crown witness will be compensated for the difference between jury or witness fees received and the amount of straight time earnings he/she would have received had he/she not lost time. (8 hours for employees on 8 hour shifts, 12 hours for employees on 12 hour shifts as applicable).

The employee will present proof of service and the amount of pay received. An employee scheduled for jury or crown witness duty only a portion of the day will be expected to work as scheduled the rest of the day when practical.

REST PERIODS

All employees will be given two ten minute rest periods, one in the first half and one in the second half of the employee's scheduled shift, to be scheduled by Management in such a way as not to interfere with production.

TEMPORARY TRANSFERS

It is recognized by the parties to this Agreement that changes in operations may require shifting of employees

for temporary periods to other than their regular jobs. To assure uniformity in pay when any of these changes occur, the following procedures will be followed:

- 1) Whenever an employee is moved from his/her regular job to a higher rated job, he/she shall receive the higher rate. This higher rate does not apply when employees are reassigned to higher rated job for periods not in excess of one (1) hour *to* replace employees for reasons such as tardiness, breaks or lunch periods or meetings.
- 2) Whenever during his/her regular shift an employee is required or ordered to move from his/her regular job *to* a lower rated job, he/she shall continue to receive the higher rate of the job on which he/she started the shift for the balance of that shift.
- 3) When an employee, at the request of the Company, accepts temporary work in a lower rated job, either before or after his/her regular shift or on his/her "day off", in order *to* fill a vacancy or perform extra work, he/she will receive the regular rate of the job assigned.
- 4) When an employee, at his/her own request and for his/her own convenience, is temporarily assigned extra work before or after his/her regular shift or on his/her "day off", he/she is to receive the job rate of the work assigned.
- 5) A lead hand, when assigned will receive a minimum of seventy-five (75) cents above his/her rate, or the highest rate supervised, whichever is higher.

SCHEDULE A (i)

WORKING CONDITIONS AND HOURS OF WORK (SEVEN DAY)

Employees assigned to work on a seven (7) day schedule will be governed by the following terms and conditions, in addition to the Letter of Understanding.

The operation is divided in four (4) teams (shifts) A, B, C & D. Two (2)-Two(2)-Three(3) rotating continuous twelve (12) hour shifts with complete rotation being four (4) weeks.

HOURS OF WORK, OVERTIME AND PREMIUMS 12 HOUR ROTATING SHIFT Shift Start date - 4 week cycle

	WEEK 1								WEEK 2							
Shift	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
A	N	N	O	O	O	D	D	D	O	N	N	O	O	O		
B	O	D	D	O	N	N	N	O	O	O	D	D	O	O		
C	O	O	O	D	D	O	O	N	N	O	O	O	D	D		
D	D	O	N	N	O	O	O	O	D	D	O	N	N	N		
	WEEK 3								WEEK 4							
	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
A	O	D	D	O	N	N	N	O	O	O	D	D	O	O		
B	N	N	O	O	O	D	D	D	O	N	N	O	O	O		
C	D	O	N	N	O	O	O	O	D	D	O	N	N	N		
D	O	O	O	D	D	O	O	N	N	O	O	O	D	D		

O= Off D= Days (7:00 a.m. - 7:00 p.m.) N= Nights (7:00 p.m. - 7:00 a.m.)

Remuneration will be based on a forty-two (42) hour pay period and will be paid at forty (40) hours straight time and two (2) hours at time and one half. The swing day will be Saturday, the first six (6) hours worked will be paid in the current pay period and the remaining six (6) hours plus any applicable overtime for that day will be accrued to the following pay period.

No overtime will be applicable until after the regular scheduled work week has been attained forty (40) hours.

Work done on plant holidays will be paid at double time in addition to holiday pay.

Time worked on an employees scheduled day/night off which falls on a Monday through Saturday will be paid at the rate of time and one half for the first four (4) hours and double time thereafter for the day *so* worked; all overtime worked on a Sunday, however, will be paid at double time.

Premium pay \$1.50 per hour Saturday

\$1.75 per hour Sunday

Plant holidays and Bereavement will be paid at the rate of 12 hours for each qualifying day.

LUNCH AND REST PERIODS

The Company will provide a total of sixty (60) paid minutes for lunch and rest periods. The periods agreed upon are to be taken as scheduled and in a manner that does not interfere with normal production efficiency, but in all cases conforms to the law.

ED L B JULY GESCA
Effective from 11/01/9 to 10/31/95

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Print Dept.						
Webtron Operator		14.54	14.68	14.99		15.23
Webtron Assistant	11.74	12.14				12.72
Warehousing/Receiving/						
Material Handling						
Warehouse Person/Receiver	11.74	12.88	13.03	13.42		13.79
Material Handler (ITO)	11.74					12.72
Maintenance Dept.						
Machinist		17.28	17.58	17.87	18.06	18.45
PM Rebuild Mechanic		17.28	17.58	17.87	18.06	18.45
Electrician		17.28	17.58	17.87	18.06	18.45
Maintenance Mechanic		16.70	16.94	17.21	17.51	17.71
Industrial Truck Mechanic		16.70	16.94	17.21	17.51	17.71
"B" Mechanic	12.78					13.80
Third Class engineer		16.70	16.94	17.21	17.51	17.71
Properties Maintenance Person		12.88	13.27			13.52
Manufacturing Dept.						
Cup Machine Adjuster/Operator	13.03	13.79	14.11	14.36	14.59	14.80
Slitter/ Moistener Operator		13.03	13.42			13.79
Service Person	11.74					12.88

Effective from 11/01/94 to 10/31/95

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Manufacturing Dept. cont'd						
Cup Machine Operator	9.97	10.88			14.59	11.93
Handle/Vortex Operator/Packer	9.97					11.28
Relief Operator						11.12
Quality Assurance						
Quality Assurer	9.97					
Laboratory Technician	9.97	11.50	11.74	11.93		12.69
General						
Janitor						
Baler/Boiler		12.88	13.27			13.52
Baler	11.74					12.42
Packer/Operator/Sorter (Mftg)	9.97					10.51
General Packer/Sorter	8.98					9.97
Foam						
Operator	12.08	12.78	13.08	13.32	13.54	13.73
Prefoamer	10.94	11.56	11.84	12.02	12.23	13.73
Printer Foam	12.03	12.73	13.03	13.26	13.48	13.67
Printer/Packer Foam	10.67	11.30	11.56	11.77	11.95	12.14
Maintenance Foam	14.66	15.53	15.89	16.16	16.43	16.71

SCHEDULE B HOURLY WAGESCALES

Effective from 11/01/95 to 10/31/96

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Print Dept.						
Webtron Operator		14.83	14.97	15.27		15.53
Webtron Assistant	11.97	12.38				12.97
Warehousing/Receiving/ Material Handling						
Warehouse Person/Receiver	11.97	13.14	13.29	13.69		14.07
Material Handler (ITO)	11.97					12.97
Maintenance Dept.						
Machinist		17.63	17.93	18.23	18.42	18.82
PM Rebuild Mechanic		17.63	17.93	18.23	18.42	18.82
Electrician		17.63	17.93	18.23	18.42	18.82
Maintenance Mechanic		17.03	17.28	17.55	17.86	18.06
Industrial Truck Mechanic		17.03	17.28	17.55	17.86	18.06
"B" Mechanic	13.04					
Third Class engineer		17.03	17.28	17.55	17.86	18.06
Properties Maintenance Person		13.14	13.54			13.34
Manufacturing Dept.						
Cup Machine Adjuster/Operator	13.29	14.07	14.39	14.65	14.88	15.10
Slitter/ Moistener Operator		13.29	13.69			14.07
Service Person	11.97					13.14

Effective from 11/01/95 to 10/31/96

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Manufacturing Dept. cont'd						
Cup Machine Operator	10.17	11.10				12.17
Handle/Vortex Operator/Packer	10.17					11.51
Relief Operator						
Quality Assurance						
Quality Assurer	10.17					11.34
Laboratory Technician	10.17	1.73	11.97	12.17		12.94
General						
Janitor						11.97
Baler/Boiler		3.14	13.54			13.79
Baler	11.97					12.67
Packer/Operator/Sorter (Mftg)	10.17					10.72
General Packer/Sorter	9.16					10.17
Foam						
Operator	12.32	13.04	13.34	13.59	13.81	14.00
Prefoamer	11.16	11.81	12.08	12.26	12.47	12.68
Printer Foam	12.27	12.98	13.29	13.53	13.75	13.94
Printer/Packer Foam	10.88	11.53	11.79	12.01	12.19	12.38
Maintenance Foam	14.95	15.84	16.21	16.48	16.76	17.04

SCHEDULE B: HOURLY WAGESCALES

Effective from 11/01/96 to 10/31/97

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Print Dept.						
Webtron Operator		15.13	15.27	15.60		15.84
Webtron Assistant	12.21	12.63				13.23
Warehousing/Receiving/ Material Handling						
Warehouse Person/Receiver	12.21	13.40	13.56	13.96		14.35
Material Handler (ITO)	12.21					13.23
Maintenance Dept.						
Machinist		17.63	17.93	18.23	18.42	18.82
PM Rebuild Mechanic		17.63	17.93	18.23	18.42	18.82
Electrician		17.63	17.93	18.23	18.42	18.82
Maintenance Mechanic		17.03	17.28	17.55	17.86	18.06
Industrial Truck Mechanic		17.03	17.28	17.55	17.86	18.06
"B" Mechanic	13.30					13.61
Third Class engineer		17.37	17.63	17.90	18.22	18.42
Properties Maintenance Person		13.40	13.81			14.07
Manufacturing Dept.						
Cup Machine Adjuster/Operator	13.56	14.35	14.68	14.94	15.18	15.40
Slitter/ Moistener Operator		13.56	13.96			14.35
Service Person	12.21					13.40

Effective from 11/01/96 to 10/31/97

Department & Position Title	Probat. Rate	6 Months	6 Months	6 Months	6 Months	Top Rate
Manufacturing Dept. cont'd						
Cup Machine Operator	10.37	11.32				12.41
Handle/Vortex Operator/Packer Relief operator	10.37					11.74
Quality Assurance						
Quality Assurer	10.37					11.57
Laboratory Technician	10.37	11.96	12.21	12.41		13.20
General						
Janitor						
Baler/Boiler		13.40	13.81			14.07
Baler	12.21					12.92
Packer/Operator/Sorter (Mftg)	10.37					10.93
General Packer/Sorter	9.34					10.37
Foam						
Operator	12.57	13.30	13.61	13.86	14.09	14.28
Prefoamer	11.38	12.05	12.32	12.51	12.72	12.93
Printer Foam	12.52	13.24	13.56	13.80	14.03	14.22
Printer/Packer Foam	11.10	11.76	12.03	12.25	12.43	12.63
Maintenance Foam	15.25	16.16	16.53	16.81	17.10	17.38

SCHEDULE C
ANNUAL VACATIONS WITH PAY AND
PLANT HOLIDAYS

Vacations

- 1) a) Employees will become eligible for vacation upon completion of the following periods of continuous employment:

One (1) year:	Two (2) weeks
Five (5) years:	Three (3) weeks
Ten (10) years:	Four (4) weeks
Twenty (20) years:	Five (5) weeks
Thirty (30) years:	Six (6) weeks
- b) All existing employees with five (5) and six (6) weeks of vacation may elect to be paid the 5th and 6th weeks in lieu of time *off*. This payment will be made prior to March 1st each year.
- 2) Operating requirements will control in respect of the scheduling of vacations.
- 3) Vacation time must be taken and is not cumulative from year to year.
- 4) a) An employee's vacation pay for each week for which he/she is eligible shall be based on two percent (2%) of his/her total income in the calendar year ending on the previous December 31, except as provided below.
b) In the year in which an employee becomes entitled to a third, fourth, fifth or sixth week of vacation pay, his/her vacation pay for that additional week will be

computed as the average of his/her straight time hourly rate earned over the preceding four payroll weeks available, immediately preceding his/her taking such additional week of vacation.

- 5) The third, fourth, fifth and sixth week of vacation will be taken at a time mutually agreed upon by the employee and the Company.
- 6) An employee leaving the employ of the Company shall receive his/her pro rata share of vacation earnings in the vacation year in which he/she terminates.
- 7) A complete or partial vacation shutdown of **up** to two (2) weeks duration may be scheduled by the Company during each production year. Notification of a shutdown will be conveyed to the union no later than February 1st of each year. The parties recognize that production requirements and customer needs are of primary importance.

PLANT HOLIDAYS

- 1) Employees who have completed their probationary period and who work a schedule shift the working day before and the working day after the Holiday will be paid a regular day's pay for the following Holidays:

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

Boxing Day

and the following Holidays:

- a) A tenth Holiday which may be observed on the Monday closest to February 14 in each calendar year or on a mutually agreed upon date. When Heritage Day, or such similar day, is ultimately declared as a Holiday by the Provincial or Federal Government it will displace this February Holiday and become the tenth Holiday.
 - b) Two additional Holidays (eleventh and twelfth) will be observed on mutually agreed upon dates. Discussions to reach agreement on such observance will take place no later than three (3) months prior to the Holiday.
- 2) If the Holiday occurs on a Tuesday, Wednesday or Thursday, it may be observed by the employer on the Monday or Friday of the week in which the Holiday occurs.
 - 3) The requirement of working a scheduled shift the working day before and the working day after the Holiday will be waived in the following situation:
 - a) Where the employee is excused in advance by his/her Shift Supervisor from working such shifts.
 - b) An otherwise eligible employee who is ill will receive holiday pay for any Holidays which occur within fifteen (15) calendar days of the first day of his/her absence due to illness.
 - c) Where the employee is laid off within five (5)

working days prior to the day that the Holiday is observed.

- 4) With the exception of a scheduled annual Plant vacation shutdown, when a Plant Holiday falls during an employee's vacation, the employee may, at his/her option, observe the holiday with pay, on the next regular work day following his/her vacation. The employee must indicate his/her intention in this regard to his/her Shift Supervisor when requesting vacation. In the case of a scheduled annual Plant vacation shutdown, a Holiday falling within such shutdown will be observed on the first regular work day following the shutdown.

SCHEDULED

APPRENTICE TRAINING PLAN QUALIFICATIONS OF APPLICANTS

The applicant shall not be less than eighteen (18) years of age and must be physically able to work in trade selected. The applicant shall be a graduate of an accredited secondary school or shall have such training or experience which is equivalent to such schooling.

TERM OF APPRENTICESHIP

The term of apprenticeship shall be 8,000 hours mechanical and 9,000 hours electrical of reasonably continuous employment at the trade, including a minimum of 144 hours per year of related instruction.

PROBATIONARY PERIOD

All apprentices shall be subject to a tryout, or probationary period during the first 500 hours of apprenticeship. During this period the apprenticeship agreement may be cancelled at the request of either party.

CREDIT FOR PAST EXPERIENCE

Any person making application for employment under this apprenticeship plan will be given credit for past practical shop experience, apprentice training experience or other experience, which entitles such person to be placed in training at a level higher than that of a beginner.

The experience background of each applicant will be rated and evaluated after the applicant has had an opportunity through personal interview, and actual demonstration to prove his/her abilities.

CANCELLATION OF APPRENTICESHIP AGREEMENT

If the facts proved the apprentice lacks interest or shows inability to completely learn the trade, the agreement may be cancelled or terminated after due notice has been given to the apprentice.

MACHINIST

The following basic work schedule, which covers the major processes and approximate hours, is general and is to be used as a guide only in the determination of the actual schedule for each apprentice. The work processes and the number of hours to be served in each case will

depend upon the facilities and operating conditions at this location, taking advantage of every opportunity to give training on all equipment and work performed.

Follow the Ministry of Skills Development, Regulation 38.

ELECTRICIAN: BASIC WORK TRAINING SCHEDULE

The following basic work schedule, which covers the major processes and approximate hours, is general and is to be used as a guide only in the determination of the actual schedule for each apprentice. The work processes and the number of hours to be served in each case will depend upon the facilities and operating conditions at this location, taking advantage of every opportunity to give training on all equipment and work performed.

Follow the Ministry of Skills Development, Ontario Regulation 718/86.

GRADUATED SCALE OF WAGES

Each apprentice, provided he/she maintains satisfactory progress, shall receive a basic hourly rate in accordance with the following schedule.

The 8,000 hour period shall be divided into (8) equal periods of 1,000 hours each. As of November 1, 1984 the hours and rates shall be as follows:

Effective Date:

11/01/94 through 10/31/95	11/01/95 through 10/31/96	11/01/96 through 10/31/97
---------------------------------	---------------------------------	---------------------------------

Hours	Rate	Rate	Rate
1000	14.81	15.11	15.41
2000	15.09	15.39	15.70
3000	15.34	15.65	15.96
4000	15.61	15.92	16.24
5000	15.88	16.20	16.52
6000	16.15	16.48	16.81
7000	16.40	16.73	17.06
8000	16.64	16.97	17.31
Top Rate:	18.45	18.82	19.20

RELATED TRAINING

Each apprentice shall be required to take approved related and general courses for a minimum of one hundred and forty-four (144) hours each year.

The amount of time devoted to each subject and the sequence they are to follow will depend upon the type of work being performed by the apprentice in plant.

Apprentices shall receive payments for course tuition based on instructors attendance reports.

APPRENTICE RECORDS

Adequate records for each apprentice shall be maintained, showing his/her progress and coverage of work processes and related training and the apprentice shall be advised periodically.

COMPLETION OF APPRENTICESHIP

Upon satisfactory completion of the requirement of apprenticeship, a Certificate of Completion of Apprenticeship shall be issued by the Company.

ADMINISTRATION OF PLAN

The Company Supervisor of Training shall be responsible for the administration of this Plan.

New Legislative Data & Regulations will apply.

SMALL TOOLS

The Company to supply small tools of a nature that are normally expended during the course of an employee performing his job responsibility. It is also recognized the employees performing a maintenance job are expected to maintain a supply of standard tools normally associated with their trade.

In order to assist new employees, assigned as mechanics or adjustors, we will supply a beginning set of standards tools to each person. Other employees assigned as Mechanics or Adjustors will be supplied additional tools as needed. These tools will be purchased by The Company at the best possible discount price and charged to the employee through payroll deductions, a minimum of

\$25.00 per week, until completely paid for. They will then become the property of this individual. However, a maximum of \$500.00 in an employee's *tool* account **will** apply, and where the account exceeds this amount, it will be taken out of the employee's subsequent pay cheque in full.

We will maintain in the storeroom, a supply of unusual size and/or specialty type tools that are necessary for the performance of maintenance work on our property or equipment. These tools will be available to our employees on a loan basis for performing their job functions. In the event a special tool is not returned, the employee charged with the tool will be assessed replacement value and a \$50.00 deduction will be made from an employee's pay cheque weekly. The Brampton plant management will prepare a list of small tools that will normally be expected to be replaced, as well as a list of unusual size and/or specialty type tools that will be maintained for loan purposed in the storeroom. They will also contact tool suppliers to arrange the best purchase arrangement possible for our employees, in order that they can properly equip themselves with the standard tools required for their job functions.

The Company will replace any tools which are broken, damaged or worn through normal wear and tear.

SCHEDULEE

WORK RULES

Noncompliance with the following rules shall be considered good cause for disciplinary action or discharge and will be administered by the company according to the seriousness of the violation:

- 1) All employees are required to be on their respective jobs at the time their pay starts and shall not quit work in advance of the time their pay stops.
- 2) Each shift worker is required to stay on his/her job until relieved by his/her partner or released by his/her Shift Supervisor.
- 3) Each employee must notify his/her Shift Supervisor at least four (4) hours before commencement of his/her next regular shift in case of anticipated absence.
- 4) Failure to report to work must be the result of necessary absence as defined in our Labour Agreement.
- 5) If an employee is, or anticipates being absent for more than one (1) day, the employee shall notify the Shift Supervisor twenty-four (24) hours in advance that he/she is returning to work.
- 6) All injuries, no matter how trivial, must be immediately reported to the Shift Supervisor and to the First Aid Department.
- 7) Smoking is allowed only in restricted areas.
- 8) Causing a disturbance on Company property, such as might be caused by fighting, running, or throwing things.

- 9) Selling, soliciting, canvassing or distributing without prior permission.
- 10) Sleeping on the job.
- 11) Has taken other employment and has not informed the Company.

Violations of the following rules shall be cause for immediate dismissal:

- 1) Misrepresentation of facts in obtaining employment.
- 2) Punching another employee's time card.
- 3) Deliberate destruction or removal of Company property or the property of another employee.
- 4) Attempts to injure, interfere with or obstruct production.
- 5) Gambling.
- 6) Disorderly or immoral conduct.
- 7) Bringing intoxicants and/or drugs into the plant, or reporting to work under the influence of liquor, or drugs, or reporting for work in an unfit condition to work.
- 8) Incompetence.
- 9) Negligence.
- 10) Insubordination.
- 11) Endangering fellow employees, or their own person, through violation of safety rules.
- 12) Repeated tardiness or irregular attendance.

SCHEDULE F
SAFETY SHOES

The Company agrees to reimburse each employee to the sum of eighty-five dollars (\$85) for the first pair of CSA approved safety footwear during a calendar year.

SAFETY HEARING PROTECTION

The Company will supply safety hearing protection to all employees when requested.

SECTION 21
DURATION OF AGREEMENT

This Agreement and the Schedules which form part of it shall be binding upon the parties from November 1, 1994 until October 31, 1997 inclusive and each year thereafter ~~unless sixty (60) days' notice is given in writing by either of the parties prior to the expiration date or within any subsequent one year period either party shall give written notice not less than sixty (60) days prior to the expiration date. If such notice shall be given by either party, the parties shall meet within twenty (20) days thereafter, and shall enter into negotiations with a view to the renewal or amendment of the Agreement.~~

If such negotiations are not concluded prior to the expiration date of the then current Agreement, such Agreement shall continue in full force and effect until fourteen (14) days shall have elapsed from the time the Minister of Labour has informed the parties that he/she does not deem it advisable to appoint a conciliation board.

If the Minister of Labour appoints a conciliation board the then current Agreement shall continue in full force and effect until seven (7) days shall have elapsed after the Minister has released to the parties the report of the conciliation board.

This Agreement signed at Brampton, Ontario

FOR THE UNION

FOR THE COMPANY

APPENDIX A

GROUP INSURANCE

WHEN YOU BECOME INSURED

If you are hired as a full time employee, you will become insured for yourself and your dependents when you complete one continuous month of full time employment.

Should you not be working full time on the day you would ordinarily become insured, the insurance for yourself and your dependents will be delayed until you return to full time work. Coverage for your dependents is subject to the conditions explained below.

ELIGIBLE DEPENDENTS

Eligible dependents are your spouse (unless legally separated) and your unmarried children at least 14 days but less than 19 years old. Your spouse is the person to whom you are married or a person of the opposite sex with whom you reside and whom you represent as your husband or wife. Only one person may qualify as your spouse at any one time.

Unmarried children age nineteen (19) or older also are eligible provided they depend wholly upon you for support and maintenance and are full time student in an educational institution.

Stepchildren, foster children and legally adopted children may be included the same as your children provided they depend upon you for support and maintenance.

If a dependent is confined for medical care or treatment in

any institution or at home when coverage would normally start, the dependent will not be covered until given a final release by the doctor from all such confinement. **This** limitation does not apply to a newborn child's insurance.

No one will be eligible as a dependent while covered as an employee or while in military service.

If both parents of a dependent child are covered under this plan as employees, only one of the parents will be considered to have eligible dependents.

A child who is physically or mentally incapable of self-support upon attaining age nineteen (19) may be continued under the health care and dental expense insurance while remaining incapacitated and unmarried, subject to your own coverage continuing in effect.

This privilege also will apply to a child who has remained in the Group Insurance Plan beyond his or her nineteenth birthday if he or she later ceases to be a qualified dependent and is physically or mentally incapable of self-support and is not married. To continue a child under this provision, proof of incapacity must be received by the Insurance Company within thirty one (31) days after coverage would otherwise terminate. Additional proof will be required from time to time.

CHANGE IN FAMILY STATUS

Once you are in the Plan, it is necessary that you notify your employer within thirty one (31) days when your first dependent becomes eligible or when you no longer have any dependents.

If you have one or more covered children, you need not report additional children. However, if only children are covered and a spouse becomes eligible, a report is needed.

Forms are available for reporting changes in family status when required.

Note: If you do not report your first dependent within thirty one (31) days after the dependent becomes eligible, satisfactory evidence of each dependent's insurability will be required when you first enrol your dependents.

SCHEDULE OF BENEFITS

For Employees

	1994	1996
Life Insurance	\$25,500	\$26,000
Accidental Death and Dismemberment Insurance	\$25,500	\$26,000

Upon your retirement your amount of Life Insurance will reduce to \$4,000. However, your Accidental Death and Dismemberment Insurance will terminate upon your retirement.

Accident and Sickness Plan:

Weekly Payment: An amount equal to 66 2/3% of your weekly earnings*, rounded to the next higher \$1.00 if not already a multiple thereof.

Payments Begin: Accident- 1st day

Sickness or pregnancy - 4th day, or if hospitalized from the first day of hospitalization.

Maximum: 26 weeks for any one disability.

* Based on the employee's actual earnings, exclusive of overtime pay, during the preceding calendar quarter. If an employee receives benefits for loss of time due to accident, sickness or pregnancy, a new calculation of his or her basic weekly earnings shall not become effective until he or she has completed three (3) months of continuous service with the Company following his or her return to active work on a full time basis.

To determine the amount payable for a portion of a week, the benefits will be based on one seventh of the Weekly Payment for each day you are disabled.

For Employees and Dependents

Dental Expense Plan:

Covers dental expenses included in the list of dental services appearing on a later page.

Dental Services: This plan pays 100% of the eligible charges, after the first twenty five dollars (\$25) of eligible expenses incurred by the individual or his/her dependents during the calendar year.

Maximum dental benefit each calendar year: Unlimited

Hospital Expenses Plan:

This Plan will pay your hospital room and board bill, up to a daily limit equal to the hospital's rate for a standard semiprivate room, for a maximum of 70 days per confinement.

Major Medical Plan:

This Plan provides valuable protection supplementary to the Provincial Hospital and Medical Care Plans.

The benefits are described on later pages.

Overall Maximum Payment For you and each dependent: Unlimited

Vision Care Plan:

The Plan provides a benefit payable for lenses and frames.

The benefit is described on a later page.

YOUR TERMLIFE INSURANCE

Your Group Term Life Insurance will be paid to any beneficiary you name if you die from any cause. You may change your beneficiary whenever you wish, subject to Provincial laws.

Insurance During Total Disability

If you become totally disabled before you reach age 65, the policy contains a provision under which your Group Life Insurance, shown in the schedule, may be continued at no cost to you as long as you remain totally disabled and are younger than age 65. You must furnish proof of disability between nine (9) and twelve (12) months after total disability starts, and as required thereafter. Once the

extension of protection benefit has been approved, subsequent premium payments will not be required. Should you die during the first twelve (12) months of disability, a claim will be paid, provided you have been unable to engage in any gainful occupation, even if you had not furnished proof of disability or premiums had not been continued. Upon your retirement your amount of life insurance under this provision will reduce to \$4,000.

Change to an Individual Policy

During the 31 days following termination of your employment, you may change your Group Life Insurance, without a medical examination, to one of a number of individual life policies. The policy will be effective at the end of the 31 day period, and the premium will be the same as you would ordinarily pay if you applied for an individual policy at that time. If you die during this 31 day period, your Group Life Insurance will be paid whether or not you have applied for an individual policy.

YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

For active employees, an A.D.& D. benefit will be paid for any of the following losses through accidental means off the job, in addition to any other benefits.

Loss of Life..... Full Amount of Insurance
(paid to your beneficiary)

Loss of:

Both Hands.....	
Both Feet.....	Full Amount
Sight of Both Eyes.....	of Insurance
One Hand and One Foot.....	(paid to you)
One Hand and Sight of One Eye or...	
One Foot and Sight of One Eye..	

Loss of:

One Hand.....	One Half the
One Foot, or.....	Amount of Insurance
Sight of One Eye.....	(paid to you)

The loss of hands and feet means loss by severance at or above the wrist or ankle. The loss of sight means total and irrecoverable loss of sight.

The total payment for any one accident may not be more than the full amount of insurance. The loss must take place within 90 days after the accident and not be caused by war, riot or certain other conditions described in the Group Policy.

Your beneficiary may be any person or persons you name. To the extent permitted by Provincial Laws, you may change your beneficiary at any time by making written request.

YOUR ACCIDENT AND SICKNESS INSURANCE

If you are unable to work because of nonoccupational accident or sickness and are under the regular care of a doctor, you will receive a weekly payment. The amount of the benefit and the day it begins are shown in the schedule of benefits.

Benefits will continue as long as you are disabled, up to the maximum number of weeks appearing in the schedule for each disability. However, if disability is caused by pregnancy, no benefits are payable for the period of disability during the greater of i) the period commencing ten (10) weeks prior to the calendar week of expected date of delivery and terminating six (6) weeks after the calendar week in which the birth occurs or ii) the period of leave of absence the employee is permitted by the Company for that pregnancy or iii) for any week or part of a week during which you are eligible to collect Unemployment Insurance Maternity Benefits.

Successive disabilities separated by less than two weeks of full time work will be considered one disability, unless the subsequent disability is due to a different cause and does not begin before you return to full time work.

Increases and decreases in the amount of your Accident and Sickness Weekly Benefit will be made after you have returned to full time work for a period of three full months from the termination of the previous disability.

In no event will the amount of weekly benefits payable under this coverage for any one (1) week be less than

the amount payable for that week 'under the Unemployment Insurance Act of Canada, 1971, and its regulations as amended.

It is the Company's intention to register its Accident and Sickness Plan with the Unemployment Insurance Commission for premium reduction purposes. The Company will conform with the regulations governing such plans under the Unemployment Insurance Act, 1971. The Union agrees to permit the Company to retain 100% of the premium reduction (both Company and employee shares) in consideration for the increased benefits.

In all other respects the Company will administer the Accident and Sickness Plan in accordance with both jurisdictional Human Rights Acts and Regulations and the criteria under the Unemployment Insurance Act, 1971.

Benefit Reduction: The Accident and Sickness Insurance benefits for any week of disability (or part of a week) will be reduced by the amount of any income replacement benefit which you are eligible to receive under any government plan of automobile insurance, provided the government automobile insurance plan has been approved as an acceptable limitation under the Unemployment Insurance Act of Canada. Subsequent cost of living increases in the government benefit will not further reduce your Accident and Sickness payments.

HOSPITAL EXPENSE PLAN

For You and Your Dependents

Provincial hospital plan benefits are provided for active employees as follows:

O.H.I.P. (Company contribution)- 100%

Here are the benefits for a hospital confinement ordered by a doctor as the result of nonoccupational accident or sickness. The purpose of this insurance is to help pay for services and supplies not covered by the Provincial hospital plan.

Room and Board and Other Hospital Services

The plan will pay the charge the hospital makes to you, up to the daily limit equal to the hospital's rate for a standard semiprivate room. Benefits are provided up to a maximum of seventy (70) days per confinement.

Separate confinements of a person commencing while the person is a Covered Individual will be considered related unless:

- 1) the later confinement commences after completed recovery from the sickness or injury causing an earlier confinement, or
- 2) the later confinement results from causes entirely unrelated to the causes of an earlier confinement, or
- 3) in the case of an employee, the confinements are separated by at least one (1) day of his or her compliance with the active work requirement.

However, item (3) above will not apply to confinement due to pregnancy. Separate confinements of a person due to any one pregnancy will be considered related.

Extended Benefits

If the insurance terminates, benefits will nevertheless be paid for a confinement commencing within three months, provided it results from a total disability that began while the insurance was in force and benefits would have been paid had the insurance continued.

Maternity benefits will be extended nine months following termination of employment to cover a pregnancy that commenced before the insurance terminated, provided benefits would have been payable had your employment continued.

EXCLUSIONS - Exclusions which apply to the Hospital Expense Plan are included in the page headed "General Exclusions and Limitations".

VISION CARE PLAN

Vision Care services and supplies are eligible to a maximum of sixty five dollars (\$65), during a twenty-four (24) consecutive month period and is not subject to the deductible explained earlier. Eligible services and supplies include eyeglass lenses and frames, and dispensing fees, if any. This maximum also applies to contact lenses purchased instead of eyeglasses. However, if the contact lenses are the only way to restore visual acuity of the better eye to at least 20/70 or are purchased following cataract surgery, the maximum will be two hundred ten dollars (\$210) in a twenty-four (24) consecutive month

period. Charges incurred in connection with sunglasses (whether prescription or not) or safety glasses are not covered.

MAJOR MEDICAL INSURANCE

For You and Your Dependents

This plan supplements provincial plans.

It is designed to provide valuable supplementary protection, but not to duplicate the provincial hospital and medical care plans under which an individual is or could be protected.

Benefits paid:

This insurance applies to expenses for the treatment of pregnancies and nonoccupational accidents and sickness.

Payment of benefits for you or a covered dependent will begin when the deductible explained below has been satisfied. The insurance will pay 100% of all eligible expenses the individual incurs during the rest of the year.

For the list of eligible expenses see the next page.

See the General Exclusions page for a listing of ineligible charges.

The deductible:

This is the first ten dollars (\$10) of eligible expenses incurred by the individual during the calendar year.

The deductible applies only once a year even if the individual has several accidents and sicknesses.

Family deductible feature - If a total of twenty dollars

(\$20) of eligible expenses is incurred collectively by you and your covered dependents during a calendar year, no further deductibles will be required on any members for the rest of the year. However, not more than ten dollars (\$10) of any one member's expenses will be counted towards the family deductible.

Deductible carry over provision- Any expenses which are incurred in the last three (3) months of a calendar year and which are applied against that year's deductible may also be applied against the deductible for the next calendar year.

Eligible expenses

Payments of charges in excess of the deductible (**WITH NO COINSURANCE**) for the following necessary services and supplies ordered or prescribed by a licensed medical practitioner for the treatment of nonoccupational accidents or sicknesses.

- 1) Drugs, medicines, sera and vaccines purchased on the prescription of a licensed medical practitioner.
- 2) Private duty nursing to be \$15,000 in a calendar year less the amount paid during the two preceding calendar years, plus \$50 per day thereafter.
- 3) Physiotherapy.
- 4) Hospital room and board charges in an amount equal to the excess of (a) the hospital's private room daily rate over (b) the hospitals' semiprivate daily rate.
- 5) Dental care when necessitated by a direct accidental blow to the mouth, and not by an object wittingly or unwittingly placed in the mouth, when not provided by another agency; when such accident occurs while

the person is covered.

- 6) Charges for active treatment or convalescent care in a licensed private hospital approved for such treatment or care by any provincial hospital plan **up** to ten dollars (\$10) per day, but not more than one hundred and twenty (120) days.
- 7) Artificial limbs, larynx and eyes; electronic heart pacemaker; hearing aids; crutches; splints; casts; trusses; braces; oxygen and rental of equipment for administration thereof, rental of wheel chair, iron lung, hospital type bed.
- 8) X-ray and radium treatments with other radioactive substances.
- 9) Ambulance services when not covered by any government agency.
- 10) Treatments by a registered clinical psychologist up to thirty-five dollars (\$35) for the first visit and twenty dollars (**\$20**) per hour for subsequent visits but not more than two hundred dollars (\$200) for all visits made in a benefit year.
- 11) Treatments by a registered masseur or masseuse up to seven dollars (\$7) per treatment for not more than twelve (12) treatments in a benefit year.
- 12) Speech therapy by a qualified speech therapist to restore speech loss or to correct an impairment due to (a) a congenital defect for which corrective surgery has been performed or (b) an injury or sickness except a mental, psychoneurotic or personality disorder, but not to exceed two hundred dollars (\$200) in any one benefit year.

- 13) Charges for medical care and treatment rendered while travelling or residing outside Ontario when such charges (i) are in excess of those payable under the Ontario Provincial Plan and (ii) are not greater than those which would have been made in Ontario for the same medical care and treatment if it were legal to provide benefits for such treatment in Ontario.

GENERAL EXCLUSIONS AND LIMITATIONS

(The following apply to all health care benefits provided under the Plan)

Not covered

- 1) Services and supplies (a) to the extent provided under any law or government plan under which the individual is eligible for coverage; (b) furnished by or on behalf of any government, unless payment is legally required; or (c) for which insurance benefits are prohibited by law or regulation.
- 2) Charges incurred in connection with an injury or sickness related to employment. All charges that would otherwise be covered under the Hospital Expense Insurance will be ineligible during any confinement necessitated by such an injury or sickness.
- 3) (a) Anything not ordered by a doctor or not necessary for medical care; or
(b) the portion of a charge in excess of the reasonable and customary charge (the usual charge when there is no insurance, not exceeding the prevailing charge in the area for a

comparable supply or a comparable service by a person of similar training and experience).

- 4) Services or supplies received as a result of an act of war occurring while the individual is covered.
- 5) Expenses for cosmetic surgery unless due to an accident occurring while covered.
- 6) Treatment of periodontal or periapical disease or any condition involving teeth, surrounding tissue or structure, except as described under "Dental treatment due to accident" on the Eligible Expenses page.
- 7) Nursing, speech therapy, or physiotherapy rendered by yourself or your spouse, or a child, brother, sister, or parent of your spouse or yourself.
- 8) Examinations in connection with eyeglasses or a hearing aid.
- 9) Charges for "checkups" (including screening, routine physical examinations, and research studies) unless part of the treatment of an illness, injury or pregnancy (including pre- and post-natal care).
- 10) Telephone consultations.

Also see the co-ordination of benefits page and pages which describe the health care benefits.

DENTAL EXPENSE PLAN

For You and Your Dependents

Free choice of dentist

You may choose any licensed dentist or physician practising within the scope of his or her profession.

What the plan covers

The Plan covers work included in the list of Dental Services.

Many dental conditions can properly be treated in more than one way. This plan is designed to help pay your dental expenses, but not on the basis of treatment that is more expensive than necessary for good dental care. Thus if a condition is being treated for which two or more services included in the list are suitable under customary dental practices, the benefit under the plan will be based on the least expensive of the services. Current Ontario Dental Association schedule rates will apply.

If a dental service not on the list is performed, but the list contains one or more other services which under customary dental practices are suitable for the condition being treated, a charge for the least expensive of all such suitable services will be considered to have been incurred.

The amount of the eligible charge for a service is equal to the charge made by the dentist, but not to exceed the limit for that service in the Ontario Dental Association fee guide for services provided by general practitioners, as revised annually by the Ontario Dental Association.

A charge will be considered to be incurred on the date the service is received, rather than on the date the charge is made.

The deductible

This is the first twenty five dollars (\$25) of eligible expenses incurred by the individual or his/her dependents during the calendar year.

LIST OF DENTAL SERVICES

Diagnostic services

Complete oral examination (once every 3 years)

01110, 01120, 01130

Recall examination (once every 6 months)

01200

Emergency examination

01300

Specific oral area examination

01400

Treatment planning

01500

Radiographic interpretation- complete full mouth series
of radiographs (once every 3 years)

02100

Bitewing radiographs (once every 6 months)

02141-02144 (inclusive)

Periapical radiographs

02111-02120 (inclusive)

Cephalometric radiographs

02701-02705 (inclusive)

Occlusal radiographs

02131-02134 (inclusive)

Extra oral films

02201-02204 (inclusive)

Sinus examination

02304

Sialography

02400

Use of radiopaque dyes to demonstrate lesions

02430

Temporomandibular joint **films**

02504, 02505

Panoramic film (once every 3 years)

02600

Interpretation of radiographs from another source

02800

Tomograph

02920

Hand and wrist

02930

Tests and laboratory examinations

04100, 04200, 04300, 04310, 04330, 04400

Preventive services

Prophylaxis and topical fluoride (once every 6 months)

11100, 11200, 11300, 12400

Extensive periodontal scaling and treatment are not
benefits under the preventive plan.

Oral hygiene instructions (once every 6 months)

13200, 13210

Occlusal equilibration

43310

Basic restorations

Silver amalgam

21101, 21102, 21103, 21104, 21105, 21211, 21212,
21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225

Silicate restorations

22101, 22102

Acrylic or composite resin restorations

23101, 23102, 23103, 23111, 23112, 23113, 23201,
23202, 23203, 23204, 23221, 23222, 23223

Retentive pins

21301-21305 (inclusive)

Removal of carious lesion and dressing

29800, 39930

Oral surgery

Removal of erupted tooth-uncomplicated single tooth

71101

Each additional tooth in same quadrant

71111

Surgical removals

72100, 72210, 72220, 72230, 72240

Removal of residual roots

72310, 72320

Adjunctive general services

Anaesthesia

92110, 92120, 92201, 92202, 92215, 92251, 92252,
92310, 92311, 92330, 92340

Consultation
93100, 05200

Professional visits
94100, 94200, 94400

Denture services

Denture repairs
55101, 55102, 55103, 55104, 55201, 55202, 55203,
55204, 55700

Rebasing and relining: Rebasing and relining of a complete or partial denture more than 6 months after the installation of an initial or replacement denture but not more than one rebasing or relining in any period of 36 consecutive months.

56200, 56201, 56210, 56211, 56220, 56221, 56230,
56231, 56260, 56261, 56262, 56263

Charges not eligible under dental plan

- 1) Charges for a service or supply designated as ineligible on the general exclusions page. However, the mouth conditions exclusion on that page does not apply to the dental expense coverage.
- 2) Anything not furnished by a dentist, except (a) X-ray ordered by a dentist and (b) services by a licensed dental hygienist who is under the dentist's supervision or by a licensed denturist. Anything not necessary or not customarily provided for dental care.
- 3) An appliance, or modification of one, where an impression was made before the patient was covered.
- 4) Replacement of lost or stolen appliances; appliances or restorations for the purpose of splinting, or to

increase vertical dimension or restore occlusion.

- 5) Orthodontics (a program to straighten teeth), services for cosmetic purposes unless made necessary by an accident occurring while covered (facings on crowns, or pontics, posterior to the second bicuspid shall always be considered cosmetic, as shall plastic, porcelain, or other materials fused to gold on molar crowns or pontics).

If a particular charge is covered under the Dental Plan and also under another part of our Plan, the dental payment will be limited to the excess, if any, of the amount normally paid by that insurance over the amount paid by the other insurance.

Extension of benefits

If the dental insurance for you or a dependent is terminated, the protection will be extended to cover the following dental care received within the next thirty (30) days, provided benefits would have been paid had the insurance remained in effect:

An appliance, or modification of one, for which an impression was taken before termination.

GENERAL INFORMATION

Termination of Insurance

The insurance for yourself and your dependents will terminate **if** you are no longer an eligible employee, you cease active full time employment, or the Plan is discontinued.

If for any reason you cease being engaged in work on a

full time basis, you should check with your employer to determine what coverage, if any, can be continued in force. A dependent's insurance will terminate when he/she is no longer an eligible dependent.

Policy

For simplicity, the Plan is described in a rather general manner in this Appendix. The extent of the insurance for each employee and dependent is governed at all times by the complete terms of the Master Group Insurance Policy issued by the Insurance Company.

Definitions For the Purpose of This Plan

Nonoccupational accident or sickness - an accident not related to employment, or sickness not covered under worker's compensation or similar law.

Doctor - a licensed physician, dentist or optometrist practising within the scope of his or her profession.

Hospital - a legally operated institution providing inpatient care and treatment through medical, diagnostic, and major surgical facilities on its premises, under supervision of a staff of doctors, and with a 24 hour a day nursing service. An institution accredited as a hospital by the Canadian Council on Hospital Accreditation or approved for resident inpatient care under a Provincial Hospital Services Program also will be considered a "hospital". The term does not include any other institution, or part of one, used mainly as a facility for convalescence, nursing, rest, the aged, or care of drug addicts or alcoholics.

CO-ORDINATION OF BENEFITS WITH OTHER PLANS

The purpose of health care and dental care plans is to help meet actual expenses. In line with that purpose, our Plan contains a non-profit provision co-ordinating it with other plans under which an individual is covered so that the total benefits available will not exceed 100% of the allowable expenses.

An “allowable expense” is any necessary, reasonable and customary expense covered, at least in part, by one of the plans.

“Plans” means these types of medical and dental care benefits: (a) coverage under a law or governmental program and (b) group insurance or other coverage for a group of individuals, including student coverage obtained through an educational institution.

When a claim is made the primary plan pays its benefits without regard to any other plans. The secondary plans adjust their benefits so that the total benefits available will not exceed the allowable expenses. No plan pays more than it would without the co-ordination provision.

A plan without a co-ordination provision is always the primary plan. If all plans have such a provision: (1) the plan covering the patient directly, rather than as an employee’s dependent, is primary and the others secondary, (2) if a child is covered under both parent’s plans, the father’s is primary, (3) if either (1) nor (2) apply, the plan covering the patient longest is primary.

When you have a claim

- 1) Each time a claim is to be made, the Employee Relations Department (rather than the Insurance Company), should be notified without delay. Claim forms will be furnished.
- 2) Dental claim - before you or a covered dependent go to the dentist, get a claim form from the Employee Relations Department and give it to the dentist.
- 3) Keep a separate running record of the covered expenses for yourself and each covered dependent. This will help you when you are ready to make a claim.
- 4) Save all bills - including those being accumulated to satisfy the deductible, In most instances they will serve as evidence of your claim.

To permit the most prompt service possible, it is suggested that claimants hold receipts until they exceed \$25. Also, it is recommended that you make a claim not more frequently than once every three (3) or four (4) months.

Bills must be complete. Each bill, other than for drugs, should show:

- a) Patient's full name.
- b) Date **or** dates the service was rendered or purchase was made.
- c) Nature of the sickness or injury.
- d) Type of service or supply furnished.
- e) Itemized charges.

Each drug must show:

- a) Patient's full name.
- b) Prescription number or name **of** medication.
- c) Date of purchase and the charge for each item.

Cash register receipts or labels from containers are not acceptable. Submit only original bills and receipts. Photocopies or carbon copies are not acceptable.

Expenses incurred while outside Canada

The coverage described in this appendix have no geographical limitations or exclusions. This means that hospital, medical, surgical, dental and other similar expenses incurred by you or your eligible insured dependents while travelling outside Canada will be eligible under this Plan, just as they are while in Canada.

Before submitting claims to the Insurance Company for such expenses, you should first submit them to your Provincial Health Insurance Plan for such payment. To the extent that your expenses are reasonable and customary (relative to charges in the area in which they were incurred) and there remains a balance unpaid by the Government Health Insurance Plan. It will be payable under the terms of this Plan, provided payment of the charge is allowed by law.

APPENDIX B
PENSION PLAN
CANADIAN PENSION PLAN

Agreement dated November 1, 1990 between James River Canada Inc., a corporation duly organized under the laws of the Province of Ontario, hereinafter referred to as the "Company" and the Graphic Communications International Union, Local N1, hereinafter referred to as the "Union".

The parties agree that the pension plan established effective January 1, 1955 as amended September 1, 1959, December 31, 1964, January 1, 1966, November 1, 1971, November 1, 1972, November 1, 1974, November 1, 1978, November 1, 1980, November 1, 1982, November 1, 1985, shall be further amended effective November 1, 1986, November 1, 1990, November 1, 1991, November 1, 1992 to read as follows:

PART ONE
I - EFFECTIVE DATE

Section 1

Contingent upon and subject to this amended Pension Plan being approved and accepted for registration for the purpose of the Income Tax Act of Canada, the Pension Benefits Act, 1965 of Ontario, and all other relevant federal and provincial legislation and to such approval and registration not being withdrawn, the Company shall provide without cost to the employees covered hereunder, the amended Pension Plan set forth herein effective

November 1, 1990, except as otherwise specified, for the employees who from time to time during the term of this amended Pension Plan shall be in any of the bargaining units covered by the Labour Agreement employed in the Company plant located in Brampton, Ontario.

Section 2

Any prior Pension Agreement between the Company and the Union shall continue in effect to the extent necessary to provide the pensions (or deferred pensions), of employees otherwise qualifying therefor under such prior Agreement but not under this Agreement.

II - DEFINITIONS

Section 1

- 1) "Pension Plan" means the amended Pension Plan established by this Agreement.
- 2) "Company" means James River Canada Inc., a corporation of the Province of Ontario.
- 3) "Union" means Local N1, Graphic Communications International Union.
- 4) "Trustee" means a trustee or trustees of the Plan fund.
- 5) "Labour Agreement" means the collective bargaining agreement between the Company and the Union which may be in effect at the particular time.
- 6) "Employee" means an employee in the bargaining unit covered by this Labour Agreement in the Company plant located in Brampton, Ontario, Canada, and who is not, on the effective date of this Plan, a participating member of the employees'

Contributory Retirement Income Plan.

- 7) "Continuous service" shall mean service with the Company or any predecessor, including any parent-foreign subsidiary, prior to the date of actual retirement calculated from the latter of either the date of first employment in a regular capacity (not seasonal, part-time or upon a retainer basis) or the date of re-employment following the last break in service, if any. Continuous service is broken by:
- a) Voluntary termination of service by employee.
 - b) Discharge.
 - c) Failure to return promptly from layoff when again offered employment.
 - d) Failure to report immediately to work at the termination of a leave of absence or an extension thereof.
 - e) Failure to return from service in the armed forces within 90 days from the date of termination of active service under honourable conditions.
 - f) Failure to return promptly from absence due to illness or accident after having been pronounced fit to return by his/her personal physician, or, in compensable cases, by the Company doctor.
- 8) "Credited Service". No credit shall be given for any service prior to a break in continuous service, or after an employee's normal retirement date. Credited service (prior to the effective date of the Plan), shall include service rendered in a salaried as well as in an hourly status except that an employee shall not

receive credit (before or after its effective date) under this Plan for service for which he/she has received **credit** under any salaried or other retirement plan of the Company, and/or parent-foreign subsidiary. Credited service shall not include service rendered upon a temporary, part-time or retainer basis.

Credited service prior to the effective date of the Plan shall be computed to the nearest 1/10 of a year and shall be the number of years and fractions of a year of continuous service, except that the terms of credited service shall be reduced by the portion of each layoff period, leave of absence (except absence for military service), or sick leave, in excess of one year during which the employee may have been laid off, on a leave of absence, or sick leave, prior to the effective date of the Plan.

Credited service after the effective date of the Plan shall be computed for each calendar year for each employee on the basis of total hours compensated by the Company during such year, exclusive of overtime. Any calendar year in which the employee has 1,000 hours or more compensated hours shall be counted as a full year of credited service. No credit shall be given in the event the employee's total compensated hours during the calendar year are less than 1,000 hours, except for the year in which he/she first comes under this Plan and the year of his/her normal or early retirement (or the year in which he/she withdraws from the Plan by reason of transfer) in which instance credit shall be computed to the nearest 1/10 of the calendar year worked.

For the purpose of computing compensated hours of an employee who after the effective date shall be absent from work while on a Company approved leave of absence or because of occupational injury or disease incurred in the course of his/her employment with the Company, such employee shall be credited with the number of hours exclusive of overtime that he/she would have been regularly scheduled to work during such absence provided that no employee shall be credited with service under this paragraph after retirement.

Any employee who is temporarily transferred to the payroll of a parent-foreign subsidiary or placed on other detached service at the request of the Company shall be credited with a number of hours, in the discretion of the Company, exclusive of overtime, but not in excess of the number of hours he/she would have been regularly scheduled to work during such absence.

In no event, however, shall an employee while on such temporary transfer to be given credit, for the like period, under this Plan and any other plan covering his/her new status.

- 9) "Total and Permanent Disability" shall mean a physical or mental condition arising as a result of bodily injury or disease, either occupational or nonoccupational in cause which, on the basis of medical evidence satisfactory to the Company will wholly and permanently prevent an employee from engaging in any occupation or employment for wage or profit except such employment as is found by the

company to be for the purpose of rehabilitation or not incompatible with the finding of total and permanent disability, but excluding disabilities resulting from (1) service in the armed forces of any country for which a government disability pension is payable, (2) chronic alcoholism or addiction to narcotics, (3) engaging in a felonious criminal act or (4) an effort to bring about the injury or illness of himself or another person.

Permanent and total disability retirement benefits under the Plan shall be terminated **if** the employee engages in an occupation or employment (except for rehabilitation) for remuneration or profit, which employment would be inconsistent with the finding of permanent and total disability; or if the Company determines on the basis of a medical examination that the employee has sufficiently recovered to return to any regular work for the Company and refuses an offer of employment by the Company, or if the employee refuses to undergo a medical examination ordered by the Company, provided that the employee may not be required to undergo a medical examination more often than twice a year; or upon his/her normal retirement date at which time he/she shall receive the retirement benefit to which he/she may be entitled under the Plan.

In any case where the Company is required to make a determination with respect to the total and permanent disability of any employee applying for disability retirement or of any retired employee on a disability retirement, the employee shall first be required to

submit to an examination by 'a competent independent physician, physicians or medical clinic selected by the Company, and shall be required to submit to such re-examinations as shall be necessary for the Company to make a determination concerning his/her physical or mental condition. An employee or retired employee who shall refuse to submit to any physical examination properly requested under the Plan shall not be placed on or continued on disability retirement. The decision of such physician, physicians or clinic appointed by the Company shall be conclusive as to the physical and mental condition of such disabled employee.

Wherever used in the Plan the masculine pronoun shall be deemed to include the feminine.

III - ELIGIBILITY

Section 1 - Each employee on the effective date shall be included in the Plan as of the effective date and shall be entitled to receive a retirement benefit upon retirement in accordance with the terms of the Plan.

Section 2 - In the event a salaried employee of the Company is transferred to an hourly rated basis, and becomes an employee in accordance with Article II hereof, or in the event of an employee of a parent-foreign subsidiary is transferred to the Company on an hourly rated basis, and becomes an employee in accordance with Article II hereof, he/she shall be included in the Plan on the first day of the month on or after the date of such transfer.

IV - RETIREMENT DATE

Section 1 - "Normal Retirement Date" - An employee included in the Plan shall be entitled to retire and commence to receive a retirement benefit on his/her normal retirement date which shall be the first day of the month coinciding with or next following his/her 65th birthday.

Section 2 - "Earlier Retirement Date" - An employee included in the Plan may elect to retire early on the first day of the month coincident with or on the first day of the month following the date the member is vested pursuant to the provisions of Section 6.1 **and** has attained age 55. The date on which the member retires prior to Normal Retirement Date shall be the member's Early Retirement Date.

An employee included in the Plan having completed at least 30 years of credited service with the Company, at age 62 (which will for this purpose be considered normal retirement date), may, upon application, retire any time thereafter. In such case the employee shall be eligible for a retirement pension as provided in Article V, Section 1, commencing on the first day of the month coinciding with or next following his/her actual retirement date.

Section 3 - "Disability Retirement Date" - An employee included in the Plan having at least 15 years of credited service shall be entitled to retire and commence to receive a retirement benefit on his/her normal retirement date which shall be the first day of the month coinciding with or next following his/her 65th birthday.

Section 4 - “Deferred Retirement Date” - An employee included in the Plan may remain in active service at his/her request and with the consent of the Company after his/her normal retirement date. In such event an employee shall be entitled to retire and receive a retirement benefit under the Plan commencing on the first day of the month coinciding with or next following his/her actual retirement.

Section 5 - “Latest Date for Payment of Benefit” - Anything in the Plan to the contrary notwithstanding an employee shall receive a retirement benefit no later than the first of the month in which he/she attains age 71.

V - RETIREMENT AND DISABILITY BENEFITS

The following benefits will be paid to eligible employees included in the Plan upon retirement:

Section 1 - “Normal Retirement Benefit” - The monthly amount of retirement benefit payable to an employee who retires on his/her normal retirement date shall be determined on the basis of \$3 per month for all years of credited service.

(Effective for those retiring on or after
November 1, 1992 - \$14.50 per month)

(Effective for those retiring on or after
November 1, 1994 - \$15.00 per month)

(Effective for those retiring on or after
November 1, 1995 - \$15.50 per month)

(Effective for those retiring on or after

November 1, 1996 - \$16.50 per month)

Section 2 - "Earlier Retirement Benefit" - The monthly amount of retirement benefit payable to an employee who retires before his/her regular retirement age, under the condition set forth in Section 2 of Article IV, shall commence on his/her earlier retirement date and shall be equal to his/her normal retirement benefit computed in accordance with Section 1 of this Article V based upon his/her credited service to his/her earlier retirement date reduced, however, by 1/2 of 1% for each complete calendar month by which such employee's earlier retirement date precedes his/her normal retirement date.

Section 3 - "Disability Retirement Benefit" - An employee who sustains a total and permanent disability, as that term is defined in Article II above, and who at that time of such total and permanent disability has fifteen (15) years or more of credited service shall receive \$3.00 per month (\$3.50 commencing November 1, 1973; \$6.50 commencing November 1, 1974; \$7.00 commencing November 1, 1979; \$8.00 commencing November 1, 1980; \$10.00 commencing August 1, 1982; \$11.00 commencing November 1, 1982; \$12.00 commencing November 1, 1985 and \$13.00 commencing November 1, 1986) for each year of credited service at that time disability begins and no benefit payable to an employee by reason of his/her total and permanent disability shall be reduced by reason of Canadian Pension Plan Monthly Disability Pension Benefits, Insurance Benefits, Workmen's Compensation Benefits, or benefits by reason of any other provincial or federal statute which is in effect of November 1, 1980.

Upon attainment of normal retirement date by an employee who immediately prior thereto is receiving a benefit by reason of total and permanent disability payments by reason to total and permanent disability shall be discontinued, and such employee thereafter shall be paid a normal retirement benefit in accordance with the provisions of Section 1, Article V, above, based on his/her credited service to the date of his/her total and permanent disability.

Section 4 - "Deferred Retirement Benefit" - The monthly amount of Retirement Benefit payable to an employee who retires pursuant to Section 4 of Article IV shall commence on such employee's deferred retirement date and shall be equal to the benefits computed in accordance with Section 1 of this Article V based on the employee's credited service to his/her normal retirement date.

VI - PAYMENT OF BENEFITS

Section 1 - The retirement benefit provided for in Section 1, 2 and 4 of Article V hereof, whether payable at normal, earlier or deferred retirement date, shall be payable in monthly instalments commencing on the employee's retirement date and terminating after the monthly payment coinciding with or next preceding the date of death of the employee.

In the event a retired employee shall be rehired by the Company his/her retirement benefit hereunder shall cease as of the date of his/her re-employment and shall resume on the first day of the month coinciding with or next following his/her next subsequent retirement and such

employee shall, upon subsequent retirement, be entitled to receive a retirement benefit based upon his/her years of credited service prior to earlier retirement plus any additional years of credited service after rehiring and prior to normal retirement date, provided that such benefit shall be actuarially adjusted to give effect to sums paid to him/her while in a retired status.

Section 2 - An employee who retires prior to his/her normal retirement date under the Plan may, with the consent of the Company, elect to receive the retirement benefit to which he/she is entitled, in accordance with Section 2 of Article V, hereof, actuarially adjusted for the years before and after the date he/she is expected to begin receiving primary benefits under the old age security act (as now in effect and as hereafter amended) so that his/her retirement benefit until such date will be substantially the same as his/her retirement benefit plus the amount of such primary benefits estimated to become payable to him/her after such date.

Section 3 - The retirement benefit provided for in Section 3 of Article V hereof shall be payable in monthly instalments commencing on the employee's disability retirement date and terminating after the monthly payment coinciding with or next preceding the date of death of the employee.

An employee who has retired on a disability retirement date and is receiving a disability retirement benefit but who recovers and is subsequently reemployed by the Company shall retain his/her credited service to his/her disability retirement date and shall receive credited service

after his/her return to active employment but not beyond his/her normal retirement date in accordance with the terms of the Plan.

Section 4 - Payments of Small Benefits: - Notwithstanding any provisions of this Plan for the monthly payments of benefits to a retired employee or a provisiona payee, if such monthly payment is less than \$10, such payment, in the discretion of the Company, may be made quarterly, semiannually or annually, in adjusted amounts or in a lump sum.

Section 5 - The Company, in its discretion, may provide for the payment of the benefits herein set forth by the purchase of an annuity from an insurer, or subject to the approval of the Department of Revenue, may grant any other form or equivalent payment.

VII - JOINT AND SURVIVOR'S OPTION

Section 1 - If an eligible employee shall previously have made application in accordance with Section 2 of this Article VII there shall be payable, after he/she shall have retired, in lieu of the retirement pension that would otherwise then be payable to him/her under this Pension Plan, payments in accordance with either of the following options as of the date that he/she comments to receive retirement pension benefits:

Option 1 - Monthly instalments of his/her retirement pension shall be in a reduced amount actuarially equivalent in value (computed in accordance with Section 3 of this Article VII) to the pension that would otherwise be payable to him/her under this Pension Plan; and after

his/her death monthly payments in the same reduced amount shall be made to his/her provisional payee (if surviving) named in his/her application; or,

Option 2 - Monthly instalments of his/her retirement pension shall be in a reduced amount actuarially equivalent in value (computed in accordance with Section 3 of this Article VII) to the pension that would otherwise be payable to him/her under this Pension Plan; and after his/her death monthly payments at a rate equal to 50 percent of such reduced amount shall be made to his/her provisional payee (if surviving) named in his/her application.

Section 2 - Any such application by an employee shall be made by written notice to the Company, either prior to the second anniversary of the effective date or not less than three years prior to the employee's normal or earlier retirement date, as the case may be.

If the election is not made within the above time limitations, such election may nevertheless be made at any time prior to the employee's normal or earlier retirement date, as the case may be, provided the employee furnished the Company with evidence satisfactory to the Company of his/her good health.

Section 3 - If the employee and the provisional payee are the same age the reduced retirement benefit shall be the benefit as computed in accordance with Article V hereof which the employee would have received at his/her normal or earlier retirement date, as the case may be, multiplied by the base factor of .70 if full payment is made to the provisional payee or multiplied by the base factor of

.85 if half payment is made to the provisional payee. Such applicable base factor shall be increased by .01 for each year that the provisional payee's age exceeds the employee's age (not exceed 1.00 where age is higher) or decreased by .01 for each year the provisional payee is younger than the employee. Benefit payments under this option shall terminate with the monthly payments coinciding with or next preceding the date of the death of the survivor of the employee and his/her provisional payee.

Section 4 - If the employee elects this option and dies before his/her normal or earlier retirement date, as the case may be, no retirement benefit shall be payable to the provisional payee.

Section 5 - If the provisional payee dies before the employee's normal or earlier retirement date, as the case may be, the election of this option shall be void, and the employee's retirement benefit shall be payable as if such election had not been made.

Section 6 - If the employee dies after his/her normal retirement date but prior to his/her deferred retirement date, the retirement benefit payable to his/her provisional payee under this option shall commence on the first day of the month coinciding with or next following the date of death of the employee.

Section 7 - If the provisional payee dies after the employee's normal retirement date, but prior to his/her deferred retirement date, the employee shall receive, upon retirement, the retirement benefit he/she would have received under this option had he/she retired on his/her normal retirement date.

Section 8 - The election of this option may be rescinded or the designation of a provisional payee may be changed by the employee at any time not less than three years prior to the employee's normal or earlier retirement date, as the case may be; or at any time prior to his/her normal or earlier retirement date, as the case may be, provided the employee furnished evidence satisfactory to the Company of the good health of the last previously designated provisional payee.

VIII - TERMINATION OF SERVICE

Section 1 - An employee included in the Plan whose service with the Company terminates for any reason other than death or retirement after he/she has completed 15 years or more of credited service or attained his/her 55th birthday shall be entitled to receive, commencing at his/her normal retirement date, a retirement benefit based on his/her credited service to the date of his/her termination.

IX - TRUST FUND

Section 1 - As a part of the Plan the Company shall enter into a trust agreement under which a trustee shall receive the contributions of the Company and shall hold, invest and distribute the Trust Fund in accordance with the terms and provisions of the trust agreement.

Section 2 - Neither the Company nor the trustee shall be liable in any manner if the Trust Fund should be insufficient to provide for the payment of such benefits as are called for under the Plan. Such benefits are *to* be payable only from the Trust Fund and only to the extent that the Trust Fund shall suffice therefore.

Section 3 - Notwithstanding the foregoing, the Company reserves the right at any time or times, by action of its board, to change the method and/or medium of funding and to take procedures appropriate to such ends.

X - LIMITATION OF ASSIGNMENT

Section 1 - Benefits under this Plan, except to the extent prohibited by Law, shall not be subject in any manners to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any such benefit be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such benefit. If any employee, retired employee or provisional payee under the Plan is adjudicated bankrupt, or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, the payments of such benefit to the employee shall, in the discretion of the Company, cease and in that event the Trustee shall hold or apply the same or any part thereof to or for the benefit of such employee, retired employee or provisional payee in such manner as the Company may determine.

XI - ADMINISTRATION OF THE PLAN

Section 1 - The Company shall be responsible for the general administration of the Plan and for the carrying out of the provisions thereof and it shall have all such powers as may be necessary to carry out the provisions of the Plan.

Section 2 - Subject to the terms and provisions of the Plan, the Company may from time to time establish rules for the administration of the Plan and the transaction of the Plan's business.

Section 3 - In making any determinations or ruling the Plan, the Company shall pursue uniform policies and shall not discriminate in favour of or against any employee or group of employees.

XII - AMENDMENT TO OR TERMINATION OF THE PLAN

Section 1 - The Company reserves the right at any time or times by action of the board to amend, modify or terminate the Plan. Upon any such termination of the Plan the Company shall have no obligation or liability whatsoever to make any further payments to the trustee for any benefits under the Plan. The Company shall have no power to amend, modify or terminate the Plan in such manner as would cause or permit the corpus or income of the Trust Fund, prior to the satisfaction of all liabilities hereunder, to be used for or diverted to purposes other than for the exclusive benefit of employees (or for the payment of taxes and administrative expenses of the Trust Fund), and further provided that the duties or liabilities of the trustee hereunder shall not be increased without its written consent.

Section 2 - In the event of termination of or upon complete and permanent discontinuance of contributions to the Plan, the assets then remaining in the fund, after providing the expenses of the Plan, shall be allocated, to

the extent of paying benefits (based on accredited service to the date of discontinuance of the Plan) to pensioners in the following order or precedence:

- a) To provide benefits to retired employees (including provisional payees) who shall have retired or become permanently and totally disabled under the Plan prior to its discontinuance without reference to the order of their retirement or disability.
- b) To provide the retirement benefit to employees who have retired under the Plan and to employees aged 65 or over on the date of discontinuance.
- c) **As** to any balance remaining, to provide normal retirement benefits upon normal retirement to employees aged 60 or over, but less than 65 on the date of discontinuance.
- d) **As** to any balance remaining, to provide normal retirement benefits upon normal retirement to employees age 55 or over, but less than age 60 on the date of discontinuance.
- e) **As** to any balance remaining, to provide normal retirement benefits upon normal retirement to employees below the age of 55 on the date of discontinuance.

If the Trust Fund is insufficient it shall be allocated to employees in each class successively in the order of the above preferences. In the event the Trust Fund is insufficient to care for employees of any one class in full after taking care of all earlier priorities, it shall be allocated to each employee in such class in the proportion which the liability of the Plan for such employee bears to

he total of such liabilities for all employees in such class.

Upon termination of the Plan, the amounts used and applied for employees, retired employees and provisional payees may be used by the Company in its discretion (a) to purchase insurance policies or annuity contracts, or (b) to continue the Trust Fund in existence and make provisions therefrom for the payment of retirement benefits for the persons entitled thereto under the foregoing paragraphs, or (c) as an immediate distribution From the Trust Fund, in order of preference provided in this Article XII.

XIII - MISCELLANEOUS

Section 1 - If the Company receives evidence that (a) a person entitled to receive any payment under the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefore, and (b) another person or an institution is then maintaining or has custody of such person, and no guardian, committee or other representatives of the estate of such person has been duly appointed by a Court of competent jurisdiction, the payment may be made to such other person or institution referred to in (b) above and the release of such other person or institution shall be a valid and complete discharge for the payment.

Section 2 - No employee shall have any vested right under the Plan except to the extent that such right may accrue to him/her as provided under the Plan.

Section 3 - The headings and subheadings used in this Plan are inserted for the purpose of convenience of

reference only and are not to be considered in the construction of the provisions hereof.

PART TWO

As to an employee who may at any time, or from time to time, perform service for the Company in the province of Ontario, or in a designated province on and after the qualification date, the provision in this Part Two of the Pension Plan shall be applicable in respect of such service to the extent but only to the extent required by the pension benefit act, 1965 of Ontario and lawful regulations made thereunder because the provisions of Part One of the Pension Plan do not comply with said act and regulations, and unless one or more of the provisions in this Part Two are so required to be more applicable for such reason in particular circumstances in which one or more provisions of Part One are by their terms also applicable, such provisions of Part One shall be controlling in all respects in such circumstances. The provisions of this Part Two are intended neither (i) to supersede or conflict with any provisions of Part One which provide for vesting or locking in at an earlier age than forty-five or upon service for less than ten years, or for both, nor (ii) to provide any pension or other benefits whatsoever for any employee, personal representative, dependent, or any other person, beyond or in addition to the benefits provided for him/her under Part One of the Pension Plan, but, rather, are intended solely to further the preservation of certain employee's pension benefits accruing under Part One in respect of their service in Ontario or in a designated province on and after the qualification date and the portability of such benefits.

“First” - Interpretation

In this Part Two, the terms “designated province”, “employee”, “life annuity”, “deferred life annuity”, “pension benefit”, “qualification date”, and “superintendent”, shall have the respective meanings given them by the provisions of the Pension Benefits Act, 1965 of Ontario. For the purpose of this Part Two, transfer of an employee from the Company to a location or subsidiary of American Can Company other than the Company shall not be deemed a termination of his/her employment. “Subsidiary of American Can Company” means any corporation (whether Canadian, United States or foreign) 40% or more of whose outstanding voting stock is owned, separately or together by American Can company, a New Jersey corporation, and any such corporation or corporations.

“Second” - Vesting Provisions

- a) A member shall vest and acquire Pension Credits as follows (refer to Pension Plan text 12/09/93):
- in respect of benefits accrued **up** to and including December 31, 1986, upon attaining age 45 and completion of ten years of Continuous Service or membership in the Plan or the Prior Plan. (Pre-reform Pension Credits)
 - in respect of benefits accrued or granted on and after January 1, 1987, upon completion of two years of continuous membership in the Plan. (Post-reform Pension Credits)
 - Notwithstanding Section above a member who has either accrued at least fifteen years of Credited

Service or attained age 55 shall vest and acquire Pension Credits, payable in accordance with the provisions of Section 11.2, upon termination of employment for reasons other than death or Retirement.

- A member who attains Normal Retirement Date while in the Continuous Service of the Company shall be fully vested in the benefits accrued to the member's credit during the period of Continuous Service since the member's most recent date of commencement of employment with the Company.
- b) Both the pension benefits provided under the terms of the Pension Plan and the deferred life annuity prescribed by this section Second are for the employee's own use and benefit and are not capable of assignment or alienation and do not confer upon any employee, personal representative or dependent, or any other person, any right or interest in the pension benefits or the deferred life annuity capable of being assigned or otherwise alienated; and,
- c) The deferred life annuity prescribed by this section Second is not capable of surrender or commutation and does not confer upon any employee, personal representative or dependent, or any other person, any right or interest in the deferred life annuity capable of being surrendered or commuted.

“Third” - Provision of Deferred Life Annuity

The Company may take all such action as it deems necessary to comply with requirements of the Superintendent under the Pension Benefits Act, 1965 of

Ontario and regulations made thereunder, or of the corresponding official in any designated province under the corresponding law (and regulations made thereunder) of such province, in respect to the provision of the deferred life annuity, to which an employee is entitled under section Second and, in particular, to effect, upon such terms and conditions as it deems appropriate in varying circumstances, the Company's entry into a contractual undertaking to pay or to purchase the annuity prescribed by section Second upon the attainment or retirement age by the employee.

ATTACHMENT A (Revised)
LETTER OF UNDERSTANDING

December 6, 1994

**CERTIFICATION REQUIREMENTS FOR THE
PM REBUILD MECHANIC, MAINTENANCE
MECHANIC AND FOAM MAINTENANCE**

During the course of negotiations it was agreed that :
Provincial Millwright certification or equivalent certification
will be required in order for newly assigned employees to
qualify for the PM Rebuild Mechanic, Maintenance
Mechanic and Foam Maintenance.

It is agreed that any employees currently occupying these
positions will be given a five (5) year grace period in which
to attain the above certification or equivalent certification
Any employee unable to do so in five (5) years, will be rec
circled at their then current rate.

FOR THE UNION

FOR THE COMPANY

ATTACHMENT B (Revised)
LETTER OF UNDERSTANDING

December 6, 1994

WEEKEND PACKER SHIFT

The following outlines the agreement we arrived at:

- a) Weekend Packer shift of 2 x 12 hour shifts.
- b) Permanent shift nights or days.
- c) Pay rate:
 - \$8.24 per hour year 1
 - \$8.61 per hour year 2
 - \$8.98 per hour year 3
- d) .60¢ per hour night shift premium.
- e) .75¢ weekend lead hand packer premium.
- f) Full health benefits.
Vacation is based on 2% x weeks of eligibility.
Four (4) holidays will be paid for:
 - New Year's Day
 - Boxing Day
 - Christmas Day
 - One (1) Floater
- g) Full union membership after 360 hours.
- h) Weekend packers do not receive weekend premiums.

FOR THE UNION

FOR THE COMPANY

ATTACHMENT C (Revised)
LETTER OF UNDERSTANDING

December 6, 1994

SUBJECT: CHANGE OF OPERATIONS NOTICE
(5 Day vs 7 Day & 7 Day vs 5 Day)

As agreed, the Company and the Union mutually agree to the following scheduling of hours for all Manufacturing/Distribution operations.

Three (3) weeks notice in writing shall be given prior to implementing changes to all or **part** thereof.

FOR THE UNION

FOR THE COMPANY

ATTACHMENT D
LETTER OF UNDERSTANDING

January 10, 1991

To: Ken Koch - Representative
Graphic Communications International Union
Local 466

From: Frank Moos - Canada Cup Inc.
Director Industrial Relations

Subject: PM EMPLOYEES PM/C STATUS
MAINTENANCE MECHANIC

In keeping with the understandings arrived at between Jim Elliot in August and September 1987, management and the undersigned at that time, it was agreed that certain PM employees whose conversion skills enabled them to build new paper machines with altered technology from old bases e.g. cold to PE or others who had related high expertise in similar fields be remunerated at PM conversion (PM/C) - a new category on a progression equivalent to that for machinists in the maintenance department.

The choice and the number of such employees required at any time will be management's sole prerogative to determine, that is to say it will depend on forecast marketing, skills available and conversion requirements which may alter over the months. Once a person has been assigned this designation, he will not revert to PM status remuneration wise. He may, however, be required to work

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shift schedules and be assigned other duties as required by production requirements.

Machinist designation will now include all PM/C.

FOR THE UNION

FOR THE COMPANY

_____	_____
_____	_____
_____	_____

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