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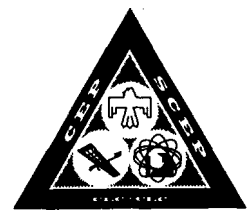
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No. OF EMPLOYEES	650		
NOMBRE D'EMPLOYÉS	AA		

by

**CARLTON**  
C A R D S  
...says it best™

**CARLTON CARDS LIMITED**  
(hereinafter referred to as "The Company")

and



**COMMUNICATIONS,  
ENERGY AND  
PAPERWORKERS UNION  
OF CANADA**  
**AND ITS LOCAL 322**  
**C.L.C.**

(hereinafter referred to as "The Union")

FEBRUARY 1ST 1998 TO JANUARY 31ST 2001

01389 (05)

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1:01 The general purpose of this Agreement is, in the mutual interest of the Company and employees, to define the contractual relationship between the parties in order to provide a basis for the successful and safe operation of the plant under methods which will further, to the fullest extent possible, industrial peace, economy of operations, quantity and quality of products; and consistent with applicable laws and terms of the Agreement and the welfare of employees. It is the duty of the Company, the Union and the employees to co-operate fully, individually and collectively, for the advancement of these conditions.
- 1:02 The provisions of the Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. Such written agreements will be reproduced on loose leaf as described in Article 30 and distributed with pay cheques to all permanent employees for inclusion in the contract booklet.

## **ARTICLE 2 - GENERAL**

- 2:01 It is the intent of the parties hereto that the provisions of this Agreement, which supersedes, if any, all prior understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationships and shall be the sole source of all rights or claims which the Union or its members may assert against the Company.
- 2:02 Wherever the feminine appears in this Collective Agreement, it shall be deemed to mean the masculine as well.

## **ARTICLE 3 - RECOGNITION**

The Company recognizes that the Union is the sole and exclusive bargaining agent for all plant production employees of the Company except guards, supervisors, assistant supervisors, persons above the rank of supervisor, office, clerical and sales staff.

## **ARTICLE 4 - UNION SECURITY**

- 4:01 It is agreed that all present employees in the bargaining unit shall, as a condition of employment, become members and maintain their membership in good standing in the Union throughout the term of this Agreement. New employees shall, as a condition of

employment, upon completion of their probationary period, make application for membership in Local 322, and when accepted into membership, shall maintain such membership in good standing throughout the term of this Agreement.

4:02 For the purpose of this clause, employees will maintain their membership in good standing by the payment of Union dues and Union assessments.

## **ARTICLE 5 - UNION REPRESENTATION**

### 5:01 COMMITTEE

The Company acknowledges the right of the Union to appoint, or otherwise select from among the Bargaining Unit employees in accordance with the Union's constitution a Union Executive Committee hereinafter referred to as the "Committee".

### 5:02 STEWARDS

(a) The Union shall appoint or otherwise select a number of area stewards to assist employees based on the formula of one (1) steward per shift for each Company location for each group of up to fifty (50) employees. The Union will endeavour to select Stewards from the area in which they work.

(b) In the event a situation develops where it appears to either party that the normal application of this Section is resulting in inadequate or excessive steward representation, a meeting may be requested by the Company or the Union to discuss and rectify the problem.

5:03 UNION OFFICIALS PERMISSION TO LEAVE WORK  
Union Officers, Committee Members, and Stewards have regular duties to perform on behalf of the Company and such persons will not leave their regular duties without obtaining permission of the supervisor, and such permission shall not be unreasonably withheld.

### 5:04 UNION TELEPHONE ACCESS

The Company agrees to provide the Union access to a Company telephone at each location. The Company also agrees to page the Plant Chairperson and one (1) alternate at each location for phone calls.

### 5:05 UNION REPRESENTATION

The Union will inform the Company in writing of the identity of the Committee Person and Stewards and

the Company shall not be obliged to recognize such personnel until it has been so informed. In addition to and subject to the same conditions as the foregoing, the Union shall advise the Company of all other Union officials.

5:06 UNION OFFICERS, COMMITTEE MEMBERS  
AND STEWARDS' COMPENSATION

- (a) The Company will compensate a Committee Member, Steward or other Union Official for time spent out of his/her regular duties in Grievance Meetings (including the Union briefing session at Stage 2 only) as defined in the Grievance Procedure and Labour Management Meetings from the time the employee leaves his/her work station to their return. Such payment will be at the rate which he/she was receiving immediately prior to the absence, plus shift differential, if applicable.

The Company will also compensate a Committee Member, Steward or other Union Official for time spent out of his/her regular duties for grievance investigation based on the following schedule:

<u>OFFICIAL</u>	<u>MAXIMUM HOURS PAID PER WEEK</u>
Stewards	2
Plant Chairperson	6
Vice President	4
Recording Secretary	2

- (b) All Union business time must be recorded on a Union Business Time Card. When the Union official is granted permission to leave his/her work assignment the time must be recorded on this Card and initialed by the Supervisor. The general reason for leaving must also be noted. Upon the return of the union official, the time must also be recorded and initialed by the Supervisor. Union business time spent in excess of the above-stated limits will be billed to the Local Union as outlined below. No Union business time will be paid under Article 5 unless this procedure is followed.
- (c) The Union agrees to reimburse the Company for all time Union Officials may spend on Union business off Company premises. The Company may present a statement at the end of each month to the Union with the amount to be reimbursed to the Company. The Union will pay this statement by the 15th day of the following month.

- (d) In the event that a stage (2) grievance meeting is held at times other than during a Union Officials regularly scheduled shift and such meeting exceeds four (4) hours, the Union Official will be excused from working his/her next regularly scheduled shift during that work week. Any Union Official who attends a Stage 2 meeting held at times other than his/her regular shift will be paid by the Company up to 4 hours including shift differential.

Any time paid as a result of a Stage 2 meeting beyond the 4 hours will be deducted from the grievance investigation hours listed in this section.

Once the grievance investigation hours in the week have been depleted, any remaining time will be paid by the Union.

5:07 LOCAL UNION PRESIDENT

The Company agrees to the establishment of a full-time local Union President based on the following procedure:

- (a) The individual will be placed on indefinite Union leave.
- (b) The individual shall return from leave to his/her regular posted job, provided the position exists, at the end of his/her term or after thirty (30) days notice. **If during the President's term of office his/her regular posted job is eliminated or he/she is displaced from his/her job, the incumbent will exercise his/her seniority rights under Article 16 at the time of the job elimination or displacement to claim a new job. Once his/her job rights have been established under Article 16 and a job placement has occurred, his/her return from leave rights will be established to the new job placement. Any training or familiarization periods or other restrictions that are required under Article 16 will apply once the Local Union President actually returns to his/her job and actively begins work on that job.**
- (c) The individual retains his/her job rate but in no case will be paid less than the to rate of skill grade 2. He/She will also be entitled to all contractual increases for skill grade 2.
- (d) The absence will not constitute a break in service. Seniority will continue to accumulate.
- (e) **The Company agrees to issue the full time Local Union President a weekly pay cheque for a total of forty-eight (48) straight time hours per week, less appropriate deductions. The Company will pay thirty-six (36) straight time hours and the Local Union will pay twelve (12) hours. The Company will bill the Local Union on a monthly basis for these hours. All benefits will continue just as if the President were actively employed.**

- (f)** The Union will give the Company one (1) month's notice prior to the leave taking effect.
- (g)** The Local Union President will have access to the Company locations provided he/she gives advance notice. During the daytime hours, notice will be given to the plant Human Resources Department. During the second and third shift, notice will be given to the Supervisor whose area the President intends to visit.
- (h)** The Local Union President has the right to bid on posted vacancies in accordance with Article 17:01 while he/she is on union leave of absence. If the incumbent President is a successful bidder, the posted job will be assigned to the President but will be filled under the provisions of Article 21:06 C, until the President returns from his/her Union leave of absence as provided for under 5:07 (b). The time limits under 17:01 (c) and 17:01 (d) will apply once the Local Union President actually returns to his/her job and actively begins work on that job.

#### **ARTICLE 6 - UNION DUES**

- 6:01** All employees, as a condition of employment, will pay current Union dues which will be deducted each month by the Company during the life of this Agreement.
- 6:02** Should the Union require any change in amount of the Union dues, the local Union will advise the Company of any change two weeks prior to the effective date.
- 6:03**
  - (a)** All monies collected as dues will be presented to the Financial Secretary-Treasurer of the local Union not later than the fifteenth day of the following month in which the dues, and/or initiation fees were deducted.
  - (b)** A list shall accompany each month's deduction with the Employee Number, Name, Department, Rack, Amount deducted, Date deducted, Initiation fee deducted (if any).
  - (c)** The Company will provide a manual listing, in order of employee number, setting forth the month for which-arrears or prepaid deductions have been made. The Company will investigate the feasibility of a computer subsystem to track this information.
- 6:04**
  - (a)** New employees will be required to sign the Union Dues Check-Off Card at the time of their employment.
  - (b)** Check-off of Union Dues shall commence on the first Union Dues Check pay period following commencement of employment.

- (c) The Company will deduct on the first Union Dues Check-Off pay period after completion of the probationary period the regular Union initiation fees.
- 6:05 If an employee is absent from work at the time of any monthly dues deduction, the dues will automatically be deducted in the week the employee returns to work, provided it is not later than the end of that month.

#### **ARTICLE 7 - INDEMNITY CLAUSE**

The Union agrees to indemnify and save the Company harmless against all suits, actions, causes of action, and claims of any kind or nature whatsoever which may arise by reason of the deduction of dues and/or initiation fees uniformly required for all Union members as aforesaid.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

The Company retains the sole and exclusive right to operate and manage its business, including, but not limited to the right: to hire, direct, transfer, promote, and/or discipline or discharge for just cause, and/or relieve from duty because of lack of work or other legitimate reasons, to plan, direct and/or control all operations; to establish change and/or introduce new and/or different methods, job duties, crew sizes and/or composition, standards, departments and/or facilities; to establish change, modify, promulgate, enforce, and/or abolish work rules; to determine the schedules of hours of work; to determine the products to be manufactured and/or services to be rendered; to determine whether, and to what extent the work required in its business shall be performed by employees covered by this Agreement; and to discontinue, temporarily or permanently, in whole or in part, the operation of the plant, subject to the terms and conditions of this Collective Agreement.

#### **ARTICLE 9 - WORK PERFORMED BY NON-BARGAINING UNIT EMPLOYEES**

Employees who are not in the Bargaining Unit shall not perform bargaining unit work, except for such purposes as training, instruction, demonstration, experimentation, emergencies which are beyond the Company's control, and/or safety education.

#### **ARTICLE 10 - STRIKES AND LOCKOUTS**

The Union agrees that there will be no strike and the Company agrees that there will be no lock-out during the term of this Agreement. The word "strike" and the word "lock-out" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act.



## **ARTICLE 11- NO DISCRIMINATION AND INTIMIDATION**

The Company and the Union agree that the provisions of this Agreement will be applied to all employees without discrimination by reason of; sex, race, colour, creed, national origin, political affiliation, handicap or age.

## **ARTICLE 12 - EMPLOYEE STATUS AND PROBATION PERIOD**

### **12:01 DEFINITION OF EMPLOYEE STATUS**

The term "permanent" in this Collective Agreement shall not be deemed to mean a guarantee of employment.

### **12:02 PERMANENT EMPLOYEE PROBATION PERIOD**

A probation period of sixty-five (65) worked days shall be established for new employees during which time they shall have no seniority status. When new employees have completed their probationary period of sixty-five (65) worked days they shall become regular employees and their continuous service record shall date from their most recent date of hire.

### **12:03 TEMPORARY EMPLOYEE PROBATION PERIOD**

#### **(a) PROPATIONARY PERIOD**

A probation period of six (6) months shall be established for new temporary employees during which time they shall have no seniority status. When temporary employees have completed their probation period of six (6) months, they shall become permanent employees and their continuous service record shall date from their original employment with the Company. However, if temporary employees are to be laid-off during this probation period as a result of lack of work, it shall be **done** on the basis of last person hired, first person laid-off, provided the remaining people are qualified to do the available work.

#### **(b) NON-CONSECUTIVE WORK TIME**

The Company agrees to recognize non-consecutive work time for temporary employees as an additional method of establishing permanent employee status under the following conditions:

1. Company maintains the right to decide which temporary employees will be rehired.

2. Once the temporary employee completes 190 worked days of employment, he/she will qualify for permanent status.
3. The employee's seniority date will be established on the day following completion of 190 worked days of employment.

12:04 PROBATIONARY EMPLOYEES DISCHARGE

The Company has the right to discharge any employee prior to the completion of his/her probation period without cause and any probationary employee so discharged shall have no right to grieve his/her discharge or have any grievance concerning his/her discharge submitted to arbitration.

12:05 NOTICE OF COMPLETION OF PROBATION PERIOD

The Union shall be notified in writing when an employee completes his/her probation period.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

13:01

- (a) For the purpose of this Labour Agreement, the definition of a grievance shall be any difference between the parties involving the administration, interpretation, application or alleged violation of any of the provisions of the Agreement.
- (b) The Company and the Union agree that disputes regarding Weekly Indemnity claims are subject to the grievance procedure and will be submitted at Stage 2.
- (c) Grievances submitted must disclose a statement regarding the issue, the Article(s) of the Collective Agreement relied upon, and the redress sought. All grievances, except Stage 1 must be signed by the employee and the appropriate union official.

13:02

The Company and the Union may, by mutual agreement, invite other individuals into any grievance meeting for the purpose of aiding in the resolution of the grievance. Once a grievance is submitted in writing, it will be dealt with in writing at all stages thereafter. The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays. An extension of time limits may be granted by mutual consent of the parties and will be confirmed in writing prior to the commencement of the extension.

13:03 VERBAL-STAGE

- (a) If an employee has a complaint which he/she wishes to discuss with the Company, he/she shall take the **matter** up with the Supervisor who's decision gave rise to the complaint. Such matters must be brought to the attention of the Supervisor within five (5) days of the occurrence or within five (5) days of the date the employee has knowledge of the occurrence. The employee shall be accompanied by his/her Steward unless the employee indicates otherwise. At the discretion of the Company, a second supervisor may be present to assist in the hearing.
- (b) The Supervisor shall verbally reply to the complaint as soon as possible after the hearing, however, no later than the third (3rd) day. If the complaint is not resolved, it may be referred to Stage 1 by the employee within ten (10) days from the date of the Supervisor's verbal reply, by recording it in writing on a grievance form and submitting it to the Department Manager within the time limits, as specified herein.

13:04 STAGE 1

- (a) A meeting will be scheduled within three (3) days to discuss the grievance and the participants will be the employee and his/her Steward and the Plant Chairperson for the Union; the Department Manager, the Supervisor (whose decision gave rise to the complaint) and the Local Human Resource Manager for the Company. The Department Manager shall reply to the Plant Chairperson within three (3) days from the date of the stage 1 grievance hearing.
- (b) If the grievance is not resolved at Stage 1, the grievance may be presented to the Executive Director, Human Resources within ten (10) days of the receipt of the Company's Stage 1 response for referral to Stage 2.

13:05 STAGE 2

A meeting will be scheduled within thirty (30) days to discuss the grievance. The participants in this meeting will be the local Union President, the local Vice-President, Recording Secretary, Plant Chairpersons, the National Representative for the Union and the Vice President - industrial and Employee Relations or delegate, the Executive Director - Human Resources, the Managers of Human Resources and the Area Director(s) for the Company. The Executive Director, Human Resources shall reply to the Union Recording Secretary within ten (10) days of the date of the Stage 2 meeting.

13:06 ARBITRATION

- (a)** If the matter is unresolved following Stage 2, **then** within ten (10) days of the receipt of the Company's Stage 2 response, the grievance may be submitted to arbitration. The Union will notify the Executive Director, Human Resources in writing of grievances appealed to arbitration.
- (b)** Once a grievance has been appealed to arbitration, the Company and the Union shall first attempt to agree upon an impartial Arbitrator. The Company and the Union will exchange lists of acceptable Arbitrators and attempt to select an Arbitrator from the names submitted. If the parties are unable to agree on an Arbitrator, either part may apply to the Ontario Minister of Labour for the assignment of an Arbitrator to the case.
- (c)** The Arbitrator shall determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations.
- (d)** The Arbitrator shall have the authority and power that includes the interpretation and/or the application of specific written provisions of this agreement.
- (e)** The Arbitrator shall also have the jurisdiction to determine whether a grievance is arbitrable.
- (f)** The Arbitrator shall not have the authority and power to alter or change any of the provisions of this Collective Agreement or to substitute any new provision for any existing provision or to provide a decision which is inconsistent with any terms of provisions of this Agreement.
- (g)** Where an Arbitrator determines that an employee has been discharged or otherwise disciplined by an Employer for just cause, the Arbitrator after considering all the circumstances, shall have the right to substitute, if warranted, an alternate disciplinary penalty that the Arbitrator considers just and reasonable.
- (h)** The decision of the Arbitrator shall be final and binding on both parties and on any and all individual employees involved.
- (i)** Each party shall bear the expenses of its representatives and witnesses. The fee and expenses of the Arbitrator shall be shared equally by the parties.

13:07 UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE

- (a)** A Union Policy or Company Grievance may be submitted at Stage 2 on matters of a general nature

relating to the application and/or administration of the Collective Agreement, provided such grievance cannot be otherwise brought forward as a grievance of an employee or group of employees pursuant to the provisions of the verbal stage of this Article.

- (b) Such matter must be brought to the attention of the Executive Director, Human Resources (in the case of a Union grievance) or to the attention of the local Union President (in the case of a Company grievance), and a formal grievance filed within five (5) days of the occurrence or the date the party filing the grievance had knowledge of the alleged violation of the Agreement.

#### **ARTICLE 14 - LOSS OF SENIORITY AND TERMINATION**

14:01 An employee shall lose all seniority and continuous service shall be broken, and his/her employment shall be deemed to be terminated when:

- (a) He/She quits his/her employment.
  - (b) He/She is discharged for just cause.
  - (c) His/Her recall rights have expired.
  - (d) He/She has been absent for three (3) consecutive working days and fails to notify the Company.
  - (e) He/She fails to report for work upon being recalled from layoff within five (5) working days, excluding Saturday, Sunday, and holidays after he/she has been notified to return by mailing a registered letter or sending a telegram to his/her last address of record with the Company.
  - (f) He/She has not returned to work after the expiration of an approved leave of absence.
  - (g) He/She no longer has doctor's certification to continue a medical or WSIB leave of absence.
- (d), (e), (f) and (g) above, will be waived if the employee has a legitimate reason.

The above is not considered an all-inclusive listing of the grounds for discharge.

14:02 DISCHARGE AND DISCIPLINARY PROCEDURE

(a) An employee who claims he/she was suspended or terminated without just cause may file a written statement of such grievance with the Executive Director of Human Resources within five (5) days

after this disciplinary action has been taken. A grievance related to this disciplinary action will enter the grievance procedure at Stage 2.

- (b) The Company will notify the Union in writing within three (3) days of any written disciplinary action taken against any bargaining unit member and also will state the reason for the disciplinary action on the notification. Any disciplinary action by the Company will be applied without delay.
- (c) When an employee is called into the office for the purpose of receiving a formal disciplinary action, the employee will be accompanied by a Union Representative.
- (d) In taking disciplinary action, management shall not consider any previous disciplinary action involving the employee provided that a twelve (12) month period has elapsed from the date of the last infraction.

14:03 EMPLOYEE TIME LIMITS

The time limits in this section may be extended if there are unusual circumstances that are beyond the control of the employee who has been disciplined.

**ARTICLE 15 - DEFINITION OF SENIORITY**

15:01 For the purposes of this agreement, seniority shall mean continuous service with the Company, for those employees in the bargaining unit who have completed their probationary period.

15:02 Continuous service shall be computed from the employee's most recent hiring date as shown by the employment records of the Company.

15:03

- (a) If two or more employees were hired on the same date, on or after June 4, 1989, they shall be placed on the seniority list in alphabetical order based on their family name at the time of hire. Their relative seniority for all purposes shall be determined by their position on the seniority list. The Union shall be notified of each new employee's name and date of hire.
- (b) If two (2) or more employees were hired on the same date before June 4, 1989, their seniority shall be based on the order his/her name appears on the master seniority list dated June 28th, 1989.
- (c) The seniority list for employees will be continually updated to reflect new hires and/or terminations and will be maintained in the Human Resource

Department at each location. A copy of this list will be given to Union Representatives upon request or following an update.

- 15:04 Seniority lists shall be prepared by the Company monthly and include the employee's name, number, job title, most recent date of hire and rate of pay for each bargaining unit member.

This seniority list information will be sorted into three (3) separate reports according to employee number, alphabetically according to employee name and by job classification.

## **ARTICLE 16 - LAYOFF AND RECALL**

### DEFINITIONS

For the purposes of this Article 16, the following terms will be defined as follows:

- (1) Displacement/Displace shall mean the movement of an employee, in accordance with the terms of this Article 16, out of the job classification and/or shift and/or plant to which they are normally assigned.
- (2) Layoff/Laid off shall mean a displacement, in accordance with the terms of this Article 16, that results in the employee being removed from active employment.
- (3) Recall shall mean the return of an employee, in accordance with the terms of this Article 16, that results in the employee being returned to active employment.
- (4) Return shall mean the return of an employee, in accordance with the terms of this Article 16, that results in an employee being returned to his or her job classification and/or shift and/or plant to which they are normally assigned.
- (5) Job Classification shall mean the occupational name, in accordance with Appendix 'A', under which jobs are grouped for the purposes of assignment of work and granting of pay
- (6) Job shall mean that group of similar tasks and/or assignments within a job classification that are normally performed by one or more employees.
- (7) Days for purposes of this Article shall mean work days exclusive of Saturdays, Sundays and statutory holidays.

For the purpose of this Article 16, employees must be qualified to perform the work required in order to be placed in a job classification, unless specifically provided otherwise.

16:01 TEMPORARY LAYOFF

- (A) Temporary layoff is defined as a layoff of one (1) or two (2) full shifts, due to an unforeseen emergency. A shift where an employee reports for work and qualifies for reporting for work pay under 18:08 shall be considered as a full shift under temporary lay off, provided the employee is sent home on such shift. Such layoff will be without notice.
- (B) A temporary layoff must be approved in advance by one of the following members of Management:
  - 1. President of Carlton Cards
  - 2. Vice President of Manufacturing
  - 3. Vice President of Distribution and Logistics
  - 4. Executive Director, Human ResourcesOnce a temporary layoff has been approved, the plant chairperson will be advised.
- (C) The temporary layoff provisions will only be used under the following circumstances:
  - 1. Major breakdown of equipment
  - 2. Computer failure
  - 3. Communication line failure
  - 4. An Emergency beyond the control of the Company not specified in 16:01 (G)
- (D) Temporary layoff provisions will not apply to the balance of the shift where the emergency occurred. Employees will be provided with alternate work to complete his/her work day or an employee may volunteer to go home without pay.
- (E) Before employees are placed on a temporary layoff under the circumstances defined in 16:01 (C), the Company will attempt to provide alternate work for the affected employee(s) within the job classifications supervised by the employee's manager, provided that the employee(s) is(are) qualified to perform such work. If such work is not available or if the employee is not qualified to perform the work, the junior employee(s) affected will be laid off.
- (F) The maximum number of days an employee may be placed on temporary layoff is four (4) in any 12 month period.



- (G) The temporary layoff provisions do not apply to a complete power failure which affects an entire building or a natural or environmental disaster which makes it impossible to operate the business.
- (H) A reduction in production orders, customer orders, preventative maintenance on equipment or the movement of equipment will not be used as a reason for a temporary layoff.

16:02 NOTICE OF LAY-OFF OR DISPLACEMENT

The Company will give employees notice as follows in cases where Article 16:03 applies:

- (1) Where an employee is to be displaced from his/her job classification, the Company will give the employee five (5) days' notice of such displacement or where such notice is not given, maintain the employee's rate for the five-day notice period. Such rate maintenance shall be in addition to any payments due to the employee under Article 25.
- (2) Where an employee is to be laid off, the Company will give the employee five (5) days' notice of such layoff or pay the employee at the employee's normal straight time hourly rate in lieu thereof.

The computation of eight (8) hours of pay at an employee's regular rate is based on the employee's regular straight time hourly earnings for the last full week he/she worked prior to the lay-off, divided by **five (5)**.

When an employee is not at work to receive his/her official layoff or displacement notice, the Company will notify the employee by sending a letter by courier to his/her most recent address shown in the company records. The day following the date the letter is sent will be deemed the first of the five days notice of his/her layoff or displacement.

Copies of such letters shall be given to the local Union.

- (3) The Company shall provide the Union with a list of employees displaced or laid off, their shift and/or location, and the job location to which they were assigned as a result of the displacement.

16:03 LAYOFF

Where changes in operating requirements result in the displacement or layoff of employees within a job classification for a period in excess of the temporary lay-off provisions as defined in Article 16:01, the following procedure shall apply:

(A) Temporary employees shall be laid off in the job classification, at the location where the reduction occurs, prior to the layoff of probationary or permanent employees. Provided that the remaining temporary employees are qualified to perform the work to be assigned to such temporary employees, temporary employees will be laid off in order of length of service with the Company.

In the event that a further reduction is required, probationary employees in the job classification at the location where the displacement or layoff occurs shall be laid off or displaced in the order of their service with the Company.

(B) In the event that a further reduction is required, permanent employees in the job classification affected and on the shift where the reduction is required shall be displaced or laid-off.

A general notice of layoff will be posted no later than one (1) hour prior to the first lunch break on the day shift at both locations stating the date of the reduction, the location and department, the job classifications and number of employees affected. The processing of these employees affected under 16:03 (c) will start no earlier than the beginning of the employee's next shift following the posting of this general notice.

An employee will be required to select and inform the Company of his/her desired placement or layoff option immediately following the company representative presenting all options to the affected employee.

In the event an employee is unwilling or unable to change his/her shift at steps 5, 6, 7, 8, 9 or 10 below, he/she will be allowed to move to the next step in the placement procedure in order to retain his/her current shift. At steps 9, 10, and 11, an employee will be allowed to retain his/her shift provided his/her Company seniority allows him/her to do so.

(C) PLACEMENT PROCEDURE:

Step 1 First, a permanent employee who is to be displaced from his/her job classification shall have the option to accept a voluntary layoff from employment and may exercise this option at any step of this process, prior to exercising his/her rights at that step.

An employee accepting voluntary layoff will qualify for termination and severance pay under the Employment Standards Act provided he/she has not refused a job displacement opportunity or job opening which was at his/her original location and on his/her original shift and at a wage level not more than 10% lower than the employee's rate of pay at the time of layoff.

**In the application** of the following placement steps, **if a job opening** exists which is equal in job **classification, shift** and location to that which would have resulted in the exercise of a displacement right, the employee will be required to accept the job opening on the same basis as Notes (1) and (2).

- Step 2 If such a permanent employee elects not to accept a voluntary layoff, he/she must accept any available job opening at his/her location, on his/her shift, in his/her same labour/skill grade. The employee will also have the option to accept available job openings at another location in his/her same labour/skill grade.
- Step 3 If such a permanent employee is not placed in the steps above, he/she shall then displace the most junior employee within his/her job classification, on the shift and at the plant location selected by the employee, or shall bypass this step and proceed to Step 4.
- Step 4 If such a permanent employee is not placed in the steps above, he/she shall then displace the most junior employee within his/her labour/skill grades, on his/her shift, at his/her plant location. The employee will also have the option to displace the most junior employee within his/her labour/skill grade on his/her shift at another location.
- Step 5 If such a permanent employee is not placed in the steps above, he/she shall be placed in any available job opening at his/her location, in his/her same labour/skill grade, or within the two (2) labour/skill grades that are immediately below his/her job classification provided the available shift is acceptable to the affected employee.
- Step 6 **If such a permanent employee is not placed in the steps above, he/she shall displace the most junior employee on the shift of his/her choice, at his/her location, within the combined group of all employees on the same labour/skill grade and the two (2) labour/skill grades that are immediately below his/her job classification.**
- Step 7 **If such a permanent employee is not placed in the steps above, he/she shall displace the most junior employee on the shift of his/her choice, at his/her location, within the combined group of all employees in the two(2) labour/skill grades that are immediately below the combined group described at Step 6.**
- Step 8 **If such a permanent employee is not placed in the steps above, he/she shall displace the most junior employee on the shift of his/her choice, at his/her location, within the combined group of all employees in the two (2) labour/skill grades that are immediately below the combined group described at Step 7.**

- Step 9 If such a permanent employee is not placed in the steps above, he/she shall be placed in any available job opening, in any labour/skill grade equal to or lower than his/her job classification provided the available shift and location is acceptable to the affected employee.
- Step 10 If such a permanent employee is not placed in the steps above, he/she shall displace the most junior **employee at his/her plant location, regardless of job classification provided the available shift is acceptable to the affected employee.**
- Step 11 If such a permanent employee is not placed in the steps above, he/she may displace the most junior **employee at any plant location, regardless of job classification provided the available shift is acceptable to the affected employee.**
- Step 12 If such a permanent employee is not placed in the steps above, the employee shall be laid off.

NOTE: An employee, displacing into labour grades (1) through (9), will be given no more than a total of two (2) training opportunities in the placement procedure at steps 3,4,6,7,8,10 and 11 combined.

Each such opportunity shall be for two (2) days. If, after receiving a two (2) day training opportunity, the employee is unable to satisfactorily perform the duties of the job classification for which he/she was trained, he/she will be removed from that job classification. After receiving two (2) such two (2) day training opportunities, in steps 3,4,6,7,8,10, and 11 combined, he/she shall receive no additional training opportunities, and he/she may not displace another employee under the provisions of steps 3, 4, 6, 7, 8, 10 and 11, unless he/she previously held the job classification in question, as determined by company records.

NOTE For an employee displacing into labour grades 10 and (2) above and all skill grades the following will apply:

- (a) An employee exercising a displacement right under an placement step can only claim a job classification if he/she previously held the job classification in question as a permanent or back-up, and actively worked in that job classification for 1,000 hours or more, as determined by company records subject to the grievance procedure.
- (b) If the employee fails to qualify under (a) above, and claims to have the qualifications necessary to perform the duties of the job classification in question, the employee will be given an eight (8) hour familiarization period on those duties. If, after receiving any such familiarization, the employee is then unable to satisfactorily perform those duties, he/she will be

removed from that job classification. Each employee may exercise a maximum of three (3) opportunities of eight (8) hours familiarization periods. If, after exercising up to a maximum of three (3) opportunities, the employee is unable to satisfactorily perform the duties of any of the job classifications assigned under this step 6, 7 and/or 8, he/she will proceed through steps 9, 10, 11 and/or 12 as applicable.

- (D) In the application of 16:03(c), Step 3, Step 4, Step 6, Step 7, Step 8, Step 10, and Step 11 if the displacing permanent employee cannot perform the duties of the job classification of the most junior employee in the appropriate group, the permanent employee shall continue on the Company seniority list at his/her plant until he/she finds a job classification in that group whose duties he/she can perform, up until he/she has reached his/her own Company seniority level. When he/she reaches a job classification under this procedure whose duties he/she can perform, he/she must displace the junior employee in that job classification.
- (E) When more than one employee is to be laid off and/or displaced at any one time, time affected employee shall be offered the options available to them under this Article in Company seniority order.
- (F) The Company will meet the Union committee at the plant location where ten (10) or more permanent employees are scheduled to be laid off prior to the effective date of such layoff.

#### 16:04 RECALL RIGHTS

An employee with seniority who is laid off from his/her job classification, shift and/or location is eligible for recall for a period of twenty four (24) months from the date of his/her layoff under the following procedure:

- (a) An employee on layoff from employment with recall rights shall be recalled in order of his/her continuous service on a mandatory basis to his/her original plant location and shift, but on a voluntary basis to any other plant location or shift.
- (b) An employee who accepted voluntary layoff in accordance with 16:03(c) Step 1 will only be recalled to his/her job classification, plant location and shift unless he/she notifies the Company by registered letter of his/her willingness to be recalled in accordance with Article 16:04(a) above. In addition to his/her original shift, the employee may state other acceptable shift(s) to which he/she will return.
- (c) An employee who has been recalled from layoff shall have the same rights as employees who have been displaced but not laid off as per Article 16:05, Return Rights.

16:05 RETURN RIGHTS

An employee with seniority who is displaced from his/her job classification, shift and/or location will retain no more than two (2) return rights. The primary return right will be to his/her original job classification, shift, and location and will be mandatory. The secondary return right will be to the first subsequent job classification, shift, and location, after the original job classification displacement. This return opportunity will be optional. A return right will be active for a period of twenty four (24) months from the date of his/her layoff under the following procedure:

- (a) An employee who is displaced from his/her original plant location, but working in another location, must return to his/her job classification and shift in his/her original plant location once his/her continuous service permits him/her to do so except as provided under 16:08 (b). If the opening is in the employee's job classification, and original plant but on another shift, the employee will have the option to return.
- (b) An employee who is working in his/her original location and has been displaced from his/her job classification will be required to return to his/her job classification and original shift or have the option to return to his/her job classification on another shift as soon as his/her continuous service permits him/her to do so. If an employee refuses to return to his/her job classification on a shift other than his/her original shift, he/she will not be offered a return opportunity again until he/she has notified the Company in writing of his/her intention to accept a subsequent offer to return on a selected shift.
- (c) Employees may move to a specific job within their job classification through the transfer request provision set forth in Article 17:01(g).
- (d) Transfers under Article 16:05 will be made on the Monday following the date that the return opportunity becomes available.

16:06 RECALL CONFIRMATION

The Company will attempt to notify an employee of recall by telephone. A confirmation of the recall opportunity will then be sent by registered mail or telegram to the most recent address shown in the Company records. Copies of such letters or telegrams shall be given to the local union.

16:07 **RECALL OR NEW HIRE**  
If the Company, as a result of not being able to fill a job vacancy through recalling or through the job posting procedure, decides to hire a new employee who will have to be trained for the position while there are employees on lay-off with recall rights, the Company shall first recall the senior employee on that location's recall list and train him/her for the open position.

16:08 **PROMOTION/TRANSFER RIGHTS**  
**(a)** In addition to the other rights provided under Article 16, an employee who has been displaced from a job classification can exercise his/her rights subject to the limitations of Article 17 - Promotions and Transfers to bid for any posted vacancy. If the employee is awarded a job classification vacancy through the bidding procedure, such employee will continue to hold a return right to the job classification from which he/she was displaced for a period not to exceed twenty four (24) months from the date of displacement or layoff.  
**(b)** If an employee qualifies for a return right after he/she is awarded a job posting, as stated in article 16:08 (a) above, he/she will be given the option of retaining his/her awarded job classification or exercising his/her return right. If an employee decides to retain his/her awarded job classification, he/she must sign-off and relinquish his/her active return right. No further return right will be applicable unless such employee is subsequently affected by another lay-off in accordance with Article 16.

### **ARTICLE 17 - PROMOTIONS AND TRANSFERS**

17:01 **JOB CLASSIFICATION POSTING AND BIDDING PROCEDURE**

**(a)** When there is a vacancy (permanent or back up), the job classification, labour grade, rate of pay, shift, and opening and closing date for the vacancy will be posted on specific bulletin boards at each bargaining unit location. These vacancies will be advertised for five (5) working days. The Company shall make its decision within fifteen (15) working days of the closing date for such vacancy unless the need to fill it ceases to exist. Employees must have completed his/her probationary period to be eligible to bid on a vacancy. A permanent employee who chooses to bid on a vacant , must apply in writing and submit their bid to the Human Resources office before the closing date of the posting. Once an employee is declared a successful bidder on a permanent job classification vacancy in labour grade 10 and above and all skill grades, the employee will not be eligible to bid for a permanent job classification vacancy for a period of five (5) months.\*

Once an employee is declared a successful bidder on a back-up job classification vacancy in labour grade 10 and above and all skill grades, the employee will not be eligible to bid for a back-up job classification vacancy for a period of three (3) months.\*

\*The above time frames apply following the expiry of the ten (10) or twenty (20) worked days as provided in 17:01 (c) and (d).

- (b) Vacancies in labour grade one (1) will not be posted, however an employee who is working out of his/her plant location may notify the Company in writing of his/her desire to return to his/her plant on a grade 1 vacancy. Such request will be granted as vacancies occur based on seniority.

Vacancies will not be posted that can be filled by an employee who has exercised his or her rights under Article 16. Job classification vacancies will be awarded to permanent employees based on the following:

In labour grades 2 through 9, job classifications will be awarded based on Company seniority with the most senior having the first preference.

In labour grades 10 and up and in all skill grades, job classifications will be awarded based on Company seniority provided the employee is qualified to do the job in question.

When determining an individual's qualifications for a job posting, the Company may use either an appropriate aptitude test or actual work experience on the job vacancy being filled as required by the Company.

If an employee successfully completes an aptitude test, the results will be retained in the employees file. If the same test is required on future job postings, the original satisfactory results will be used.

If an employee fails to achieve a satisfactory score he/she will have the opportunity to be retested for subsequent job vacancies that may be posted.

- (c) A successful bidder shall have the right to return to the job and shift on which he/she worked immediately prior to being awarded the bid, within the first ten (10) worked days from the date he/she was transferred to the new job classification, without loss of seniority. An employee returning to his/her previous job will be paid his/her previous rate of pay.

- (d) The Company retains the right to evaluate successful bidders for the first twenty (20) worked days from the date they were transferred to the new job classification. If an employee proves unsatisfactory during this trial period, the employee shall be returned to the job and shift on which he/she worked immediately prior



to being awarded the bid, without loss of seniority. An employee who is returned by the Company to his/her previous job will be paid his/her previous rate of pay.

- (e) Bidders will receive notification of the results of a job classification bid by the posting of the Job Classification Vacancy Register.
- (f) Employees who are on vacation, or leave of absence shall be given an opportunity to apply for the job classification vacancy, provided they make their intentions known to the Company in writing prior to or during their absence. Employees not actively at work can bid on a maximum of three (3) job classifications and must be available to return to work within five (5) days of being declared the successful applicant for the posted job classification in question. The five (5) day reporting requirement will not apply to employees on vacation, however the maximum time the Company will wait to fill a job classification posting with an employee who is on vacation is three (3) weeks from the date of the job classification posting.
- (g) Any employee may file a request to transfer, within his/her job classification, to another department, JTTL, or Supervisor's area, provided that employee was transferred from that department, JTTL, or Supervisor's area because of a reduction in the work force. This transfer request will be valid for twenty four (24) months, or until the employee successfully bids into another job classification, whichever occurs first. The Company will honour and award any such valid transfer request on a plant seniority basis before posting any job classification vacancy for bid. If an employee declines an opportunity to return to his/her former department or Supervisor's area, the employee's transfer request to that department or Supervisor's work area will become void. The Local Union will receive a copy of all employee transfer requests.

17:02 **BACK UP SYSTEM**

- (a) A back up system for temporary replacement of permanent employees shall be established where needed. The Company will create and fill back up positions based on production requirements.
- (b) All back up vacancies will be posted in accordance with Article 17:01 Job Classification Posting and Bidding Procedure.
- (c) Applicants applying to back up vacancies must be on the same shift at the location where the posted back up position exists. Such applicant will not be restricted to within the department.

- (d) At any one time, employees will retain no more than one (1) back up designation.
- (e) When filling such temporary requirements, permanent employees on the job classification will have priority over employees who hold the same back up job classification.
- (f) The Company's failure to provide training to an employee in a back-up job classification, on all duties of that back-up job classification, will not be held against that employee during the job posting procedure.

#### 17:03 TEMPORARY TRANSFERS

- (a) An employee who is temporarily transferred for the convenience of the Company when the work load of his/her area is temporarily diminished or shut down and the work load of another area requires his/her services, shall be paid his/her regular rate of pay or the rate of pay of the job classification into which he/she was transferred, whichever is greater, for the duration of the transfer.
- (b) If the transfer is for the convenience of the employee, he/she shall be **paid** the rate of the job classification to which he/she has been assigned for the duration of the transfer.
- (c) Where the temporary transfer continues beyond seventy-five (75) days, the Company will post a job classification vacancy (permanent or back up as may be applicable) pursuant to Article 17:01.

#### 17:04 TRANSFERS OUTSIDE OF BARGAINING UNIT

- (a) An employee who voluntarily accepts a permanent promotion or transfer to a position outside the scope of this Agreement shall maintain and continue to accumulate seniority for a period of twelve (12) months for the purpose of transferring back into the bargaining unit provided during such period, the employee elects to continue his/her membership in the Union by submitting the current monthly dues.  
(The change in this provision will not apply to anyone who is paying dues on a mandatory basis, prior to February 19th, 1995).
- (b) If an employee returns to the bargaining unit, either by the Company's choice or his/her own choice, he/she shall return to an open job classification in the bargaining unit while not disturbing any posted employee unless to avoid a lay-off.

- (c) In the event of a temporary transfer outside the bargaining unit, the Local Union will be advised, in writing, of the transfer and the duration of the transfer.

17:05 NEW PRODUCTS

If the Company elects to manufacture a product(s) not currently produced at Carlton Manufacturing locations, the Company will have the option of filling the initial start-up job classification vacancies by job offer or new hire. Only the start-up job classification vacancies will be exempt from the normal bidding procedures.

The term New Products means a totally different product from those currently manufactured at the effective date of this Agreement. A new product would be something different from cards, gift wrap, calendars, ribbon, candles, envelopes, card cabinets, and other current products.

**ARTICLE 18 - HOURS OF WORK AND OVERTIME**

18:01 The standard work week shall consist of forty (40) eight (8) consecutive hours daily, Monday to Friday.

(a) eight (8) consecutive hours daily, Monday to Friday.  
(b) The pay week will be from 12:01 a.m. Saturday to midnight Friday. Pay will be issued on a weekly basis by mandatory direct deposit. If an employee reports a payroll error on a pay and vacation cheque within one (1) hour of receipt and if that error exceeds \$25.00 of net pay, such error will be corrected by issuing a manual cheque by no later than the end of the employee's last regularly scheduled shift for that pay period whether or not that employee actually works that shift. It is understood that employees will receive their pay cheques in time to exercise their rights under this provision.

(c) The above shall not be considered as a guarantee of any specific number of hours per day or days per week.

(d) Company can supply a separate report for hours worked on a back up job and hours worked on a temporary transfer, at the request of the employee.

18:02 The Company will try to schedule overtime around Union meetings where possible, and consistent with production requirements.

18:03 OVERTIME

The following procedures shall be followed in the payment of overtime:

- (a) All hours worked over eight (8) hours shall be paid at the overtime rate of time and one half the regular hourly rate. (Exclusive of lunch or dinner hours.)
- (b) All hours worked over ten (10) consecutive hours shall be paid for at the overtime rate of double the regular hourly rate. (Exclusive of lunch or dinner hours.)
- (c) Hours worked on Saturday shall be paid for at the overtime rate of time and one half the regular hourly rate except those hours worked over eight (8) consecutive hours on a Saturday shall be paid at double time. This section does not apply for whom Saturday is a regularly scheduled work day.
- (d) All hours worked on Sunday shall be paid for at the overtime rate of double the regular hourly rate, except for whom Sunday is a regularly scheduled work day.
- (e) All hours worked on a statutory holiday shall be paid for at the overtime rate of double the regular hourly rate. This payment is in addition to holiday pay for Article 19, Section 6.
- (f) Any work shift that includes Saturday and/or Sunday as a regularly scheduled work day will be established on a voluntary basis. Employees may volunteer to fill the available jobs; however, if all the jobs are not filled by volunteers new employees may be hired. Employees who may work a shift described above shall have their sixth (6th) consecutive work day considered as their Saturday and their seventh (7th) consecutive work day considered their Sunday for overtime purposes. If there is a reduction of scheduled shifts, Sunday will be the first day reduced and Saturday will be the second.

18:04 DISTRIBUTION OF OVERTIME

- (a) The opportunity to work overtime shall first be offered to, and equally distributed amongst, employees within the supervisor's jurisdiction on the permanent classification and on the shift who are capable of performing the work. (i.e. For the purpose of clarification, capable of performing the work the employee must be able to carry out duties of that job in a fully satisfactory manner, without training).
- (b) The equal distribution of overtime shall be recorded on the basis of overtime hours worked and hours for which the opportunity to work was offered. An employee who is not at work for any reason and who otherwise would have been offered overtime, will be recorded in the records as if he/she had in fact, been offered such overtime.
- (c) Overtime records will be updated weekly for each shift and the Company will attempt to equalize

overtime distribution across all shifts in the department on the classification, by offering employees required overtime scheduled by the Company during the weekend.

- (d) Overtime records will be updated and available to employees on a weekly basis and will reflect year to date totals. Such records will be available in book form for review by all employees whose name appears on such overtime records.
- (e) If back-up employees are required to work overtime, the back-up employee on the back-up classification the longest, should be given the first opportunity to work.
- (f) On January 1 and July 1 of each year, the Company will post overtime distribution records. Any employee who has not been offered an equal amount of overtime under 18:04(a) will be given "priority" in overtime opportunities offered until equalization has been achieved.

**18:05 OVERTIME NOTIFICATION**

- (a) Employees who are requested to work overtime and agree shall be obligated to report as if it were a normal work day or notify the Company in the same manner as if it were a normal work day unless there are unusual circumstances.
- (b) Overtime shall be on a voluntary basis. If an employee is scheduled to work at least two (2) consecutive hours of overtime, then the Company will provide a rest period of ten (10) minutes at the end of their regular shift. If an employee is scheduled to work a complete shift on overtime, the shall further receive the normal rest periods as established in Article 18:11.

**18:06 SHIFTS**

It is recognized that the existing shifts are:

- (a) The "first" shift shall be the shifts:  
Starting at 7:30 a.m. and ending at 4:00 p.m.
- (b) The "second" shift shall be the shifts:  
Starting at 4:00 p.m. and ending at 12:30 a.m.
- (c) The "third" shift shall be the shifts:  
Starting at 11:45 p.m. and ending at 7:45 a.m.

However, in addition to the shifts provided in the Memorandum of Agreement, dated February 17, 1995, on the implementation of Just In Time manufacturing, which is appended to and forms part of this Agreement, it is understood that employees working

in job classifications which are performed on a **twenty-four** (24) hour basis, the following hours will apply:

"First" or Day Shift-

**7: 30a. m** to 3:30p.m.

"Second" or Afternoon Shift-

**3: 30p. m** to 11:30p.m.

"Third" or Night Shift-

11:30p.m. to 7:30a.m.

**18:07** SHIFT PREMIUM

A shift differential of ten percent (10%) per hour shall be paid to all employees who work on the second or third shift.

**18:08** REPORTING FOR WORK PAY

(a) If an employee reports for work with their normal shift- **Monday to Friday**, unless otherwise instructed by the Company shall Receive four (4) hours pay at their regular hourly rate. The employee may be assigned to any available duties that they are qualified to do under the transfer provisions of this Collective Agreement. If the employee refuses such alternative work the reporting allowances shall not apply. This provision shall not apply due to conditions that are beyond the control of the Company.

All employees who are asked to report to work on Saturday and/or Sunday shall be paid a minimum of four (4) hours pay at the appropriate overtime premium unless they are sent home due to conditions beyond the control of the Company or unless they go home by their own choice. This does not apply to those employees for whom Saturday or Sunday-is a regularly scheduled work day

(b) It is the employee's duty to keep the Company informed of his/her correct address and telephone number. The Company will not be liable for any payment unless such arrangements have been made.

(c) For the purpose of this Article, it shall be deemed that the Company has properly notified the employee if the Company communicates by telephone, **in** the presence of a Steward or Union official, if one is available, to the telephone number of the employee, as set out in the Company's personnel records.

**18:09** CALL BACK PAY

If an employee completes his/her normal shift and leaves the Company premises and is then called back into work the employee shall be paid a minimum of

four (4) hours pay at the appropriate overtime premium or the amount of time worked at the rate of the job being done at the appropriate overtime premium whichever is greater. Once the original work assignment has been completed the employee may be requested to do other available work.

18:10 LUNCH PERIODS

There shall be a thirty (30) minute unpaid lunch period for employees in the first and second shifts. However, in the case of Just In lime Lines and twenty-four (24) hour operations, the following will apply:

There shall be a twenty (20) minute paid lunch for employees in the first, second and third shifts. Lunch periods will be staggered so the twenty-four (24) hour operations will run continuously through lunch.

It is understood that lunch breaks must take place no earlier than 3-1/2 hours from the beginning of the shift and no later than 5 hours. It is also understood that by the end of the fifth hour of the shift, if there are still employees who have not had their lunch breaks, equipment will be shut down to allow them to do so.

18:11 REST PERIODS

Employees covered by this Agreement shall receive a ten (10) minute rest period during the first half of the employee's shift and a ten (10) minute rest period during the second half of the employee's shift.

Employees working in twenty-four (24) hour operations will be required to stagger their breaks so machines will continue to run through breaks.

18:12 LITHO-BRONZING: WASH UP TIME

Employees working on Litho-Bronzing shall be allowed wash-up time of eighteen (18) minutes at the end of each shift.

**ARTICLE 19- HOLIDAYS**

19:01 STATUTORY HOLIDAYS

The following statutory holidays shall be recognized:

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

If one of the above holidays falls on a Saturday or **Sunday** the Company and the Union shall mutually decide whether an extra day's pay shall be given or which work day off shall be given. If no agreement can be reached then holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

All observed holidays shall be a twenty-four (24) hour shutdown.

**19:02 HOLIDAYS DURING VACATIONS**

When a paid holiday falls during an employee's vacation he/she has the option of taking an extra day off or receiving the holiday pay without taking the extra day off. Prior to taking his/her vacation, the employee will notify his/her supervisor concerning which option he/she will exercise. In the event a day off is selected, the determination will be made by the employee and his/her supervisor. In no event will the day off be taken later than the end of the current vacation crediting year.

**19:03 FLOATING HOLIDAYS**

**(a) Company-Wide:**

One (1) day to be decided mutually between the Company and the Union as to which day off shall be given.

One-half (1/2) day on the last scheduled work day before Christmas Day.

**(b) Personal:**

Personal floating holidays will be credited to an employee at the beginning of the vacation crediting year (as defined under 20:01). The amount credited will be based on the schedule in **19:03 (c)**. If an employee achieves the required company service during the vacation crediting year to qualify for 2,3 or 4 personal holidays, such holiday(s) will be granted at the beginning of the vacation crediting year.

Any personal floating holiday which is not used by the last day of February will be forfeited.

Where it becomes impossible for an employee to take earned personal floating holiday(s) due to a leave of absence as provided in Article 21, such personal floating holiday(s) will be carried into the new crediting year and must be taken by the end of such year.



- (c) Personal Floating Holiday Entitlements:  
Two (2) days after one (1) year of service.  
**Three** (3) days after four (4) years of service.  
Four (4) days after five (5) years of service.
- Except for the one (1) Company-wide floating holiday personal floating holidays will be allowed during the contract year at a time suitable to the employee and the Company subject to the following conditions:
1. Holiday pay shall be calculated at eight (8) times the regular hourly rate for each employee and shall include the applicable **shift** differential.
  2. An employee may take a full or 1/2 day floating holiday by calling at least one (1) hour prior to the start of his/her shift to report his/her absence and the desire to have the day covered as a Personal Floating Holiday.  
  
No personal floating holiday(s) will be granted for any part of the Weekly Indemnity waiting period.
  3. An employee with personal floating holiday entitlement, who is placed on layoff during the month of February, will be paid up to a maximum of two (2) earned personal floating holidays.

**19:04 BIRTHDAY HOLIDAY**

This holiday shall be observed on a day during the week prior to, the week of, or the week following the employee's actual birth date. The day must be mutually agreed to by the employee and his/her Supervisor at least one (1) week in advance of the day selected. This selection is subject to production requirements and such permission shall not be unreasonably withheld.

**19:05 QUALIFICATIONS FOR HOLIDAYS**

In order to qualify for holiday pay employees must have completed thirty (30) calendar days of employment.

An employee must have worked at least four (4) hours of the last scheduled work day preceding the holiday or four (4) hours of the next scheduled work day following the holiday to qualify for holiday pay.

**19:06** PAY FOR HOLIDAYS

Holiday pay shall be calculated by multiplying the employee's normal hourly rate times the employee's normal working hours in a work day plus applicable shift differential.

**ARTICLE 20- VACATIONS**

**20:01** CREDITING DEFINITIONS

- 1. Crediting Year  
Twelve (12) consecutive months, beginning the first day of March in one (1) calendar year and ending the last date of February of the next calendar year.
- 2. Credited Vacation  
Hours of unearned vacation posted to each employee's vacation account at the beginning of each crediting year.
- 3. Earned Vacation  
Credited vacation in an employee's vacation account becomes earned vacation on a prorated basis, as an employee's service continues through the crediting year as provided in **20:04**.

**20:02** ENTITLEMENTS

A. Employees shall receive vacation with pay in accordance with the following schedule for periods of continuous service completed during the crediting year.

- (a) New Hires  
An employee hired during a crediting year will be credited a prorated amount of vacation on his/her date of hire, as stated below.  
  
Such prorated vacation cannot be taken prior to the completion of six (6) months of continuous service and must be used on or before the end of February in the following year.

<u>MONTH OF HIRE</u>	<u>VACATION DAYS CREDITED</u>
March	10
April	9
<b>May</b>	8
<b>June</b>	7
July	6
August	5
September	0

October	0
November	0
December	0
January	0
February	0

**(b) EMPLOYEES WITH 1 YEAR OR MORE OF CONTINUOUS SERVICE**

Vacation is credited to an employee's account at the beginning of each crediting year. The amount credited is based upon the employee's continuous service which will be completed during the crediting year as follows:

<u>CONTINUOUS SERVICE</u>	<u>VACATION CREDIT</u>
1 year less than 5 years	10 days
5 years	11 days
6 years	12 days
7 years	13 days
8 years less than 12 years	15 days
12 years	16 days
13 years less than 17 years	20 days
17 years less than 22 years	21 days
22 years less than 25 years	23 days
25 years less than 28 years	25 days
28 years or more	28 days

- B. All vacation credited on March 1st of each year must be used on or before the end of February of the following year.
- C. Any unused vacation will be forfeited on the last day of February of each year.
- D. No vacation may be taken before it is credited.

20:03 **VACATION SCHEDULING PROCEDURE**

- A. The Company shall make available a vacation schedule by department by January 31st of each year. Each employee shall indicate not later than the last day of February their preference. The lists shall be reviewed by the Company and approved by the department. The approved list shall be established by April 1st. All vacation schedules are subject to reasonable production requirements.
- B. In preparing the schedule, vacation preference shall be determined by Company seniority within the department.

- C. Each department will establish the number of employees permitted to schedule vacations for any given week. Such number shall be determined by the time the vacations schedules commence.
- D. More than two (2) consecutive weeks' vacation shall not be given during the summer season (the last two (2) weeks of June, July, August and the first two (2) weeks of September), unless production requirements make it possible.
- E. Should the Company agree to grant more than two (2) weeks to an employee during the summer season such agreement shall not cause other employees to be disallowed their opportunity to schedule and be given two (2) weeks.
- F. Employees who do not schedule their vacations in accordance with the above procedure shall take their vacations on a first come, first serve basis.
- G. Vacation requests for less than four (4) hours are not permitted.
- H. When a vacation request is made in conjunction with an unpaid leave of absence, the vacation period shall cover the first period of time-off.

**20:04 WORK REQUIREMENTS FOR VACATION PAY AND VACATION CREDIT**

- A. Employees must have accumulated at least one thousand (1,000) straight time hours worked during the previous vacation crediting year to qualify for one hundred percent (100%) of their vacation pay and credited vacation.
- B. Time lost due to union business, holidays, vacation, jury duty, funeral pay, bereavement pay, jury duty pay, pay for lack of layoff notice, workers' compensation, maternity/child care leave as defined by the Employment Standards Act, and report-in pay shall be considered as hours worked under this section.
- C. Employees who do not meet the one thousand (1,000) straight time hours worked requirement shall be eligible for vacation pay on a pro-rata basis in accordance with the following schedule:
  - (a) At least 250 hours of work- 25% normal vacation pay and vacation credit.
  - (b) At least 500 hours of work- 50% normal vacation pay and vacation credit.
  - (c) At least 750 hours of work- 75% normal vacation pay and vacation credit.

**20:05** VACATION PAY

Vacation pay shall be two percent **(2%)** of the employee's gross earnings for the twelve **(12)** month period preceding the current March 1st crediting date or forty **(40)** hours pay at the employee's current classified rate of pay at the time the vacation is taken, whichever is greater. This formula for vacation pay applies for each week of vacation that is taken.

If an employee is on layoff as of March 1, earned vacation credits remaining from the previous fiscal year, will be paid with his/her last pay cheque or after 13 weeks on layoff, at the option of the employee.

**20:06** VACATION PAY AT TERMINATION

If an employee should leave the employ of the Company for any reason, he/she will be compensated for any and all earned vacation, less any unearned vacation taken or four percent **(4%)** of the pay received from the beginning of the vacation crediting year, to the employee's last day worked, whichever is less.

**20:07** VACATION CHEQUES

Vacation pay shall be issued by direct deposit on the last pay prior to the start of the vacation period. Vacation pay will include shift differential if applicable.

The Company will provide individual reports on vacation pay calculation to employees on request.

**20:08** PERIODS OF ABSENCE DURING THE VACATION YEAR

Where it becomes impossible for an employee to take earned vacation as required under **20:02 (B)** due to a leave of absence as provided in Article 21, such vacation will be carried into the new vacation crediting year and must be taken by the end of such year.

**ARTICLE 21- LEAVES OF ABSENCE**

**21:01** PERSONAL LEAVE

- (a) The Company may grant an employee with at least one **(1)** year of continuous service, a personal leave of absence without pay for up to a maximum of ninety **(90)** days provided the leave does not affect production requirements. A request for personal leave must be submitted in writing to the Supervisor by the

employee prior to the commencement of such personal leave. No employee may take more than ninety (90) days of leave of absence in a twelve (12) month period. Permission for a personal leave of absence will not be unreasonably withheld.

- (b) In the event a Supervisor deems it necessary to deny a request for personal leave of absence, the Supervisor will first review the circumstances surrounding the denial with the Human Resources Department.
- (c) All earned vacation/floater days must be taken at the beginning of any authorized personal leave 3 months duration or longer.

**21:02 MEDICAL LEAVE**

Any employee who has completed his/her probationary period who requires a leave of absence from work for medical reasons shall be granted a medical leave of absence for the period required if supported by the appropriate medical certification.

**21:03 MATERNITY LEAVE/CHILD CARE EXTENSION**

A female employee who has completed three (3) months of employment with the Company shall be **granted** a maternity leave of absence for the period required, if supported by the appropriate medical certification. The maternity leave of absence shall not exceed twelve (12) months:

If the employee is physically able to return to work, at the expiration of her maternity leave, but desires to remain off work, she may be granted a child care extension (parental leave) for a specific period. The child care extension and the maternity leave combined shall not exceed twelve (12) months.

**21:04 PARENTAL LEAVE (INCLUDING FATHERS)**

Request for parental leave will be granted in accordance with the provisions of the E.S.A.

**21:05 UNION LEAVE**

- (a) The Company shall grant a request for a leave of absence for union business such as constitutional conventions, conferences and workshops as long as such absences do not interfere with production requirements.
- (b) If a member of the bargaining unit is elected to hold office with the C.E.P., he/she will be granted an unpaid leave of absence for a duration equal to the

length of his/her first term of office. Such leave may be renewed by mutual agreement of the parties.

- (c) In the event a bargaining unit member is offered employment with the National Union, he/she will be granted an unpaid leave of absence for a year.

**21:06** JOB AFTER LEAVE

(A) An employee on a medical leave associated with a workplace injury shall be returned to work in accordance with his/her "reinstatement right" under the Workers Safety Insurance Act, so long as such right is applicable under WSIA.

(B) Any employee on a medical leave other than in connection with a workplace injury, or in connection with a workplace injury where there is no WSIA reinstatement obligation, shall be returned to work in accordance with the following:

1. The employee shall provide the appropriate medical documentation establishing the employee's fitness to return to regular duties or establishing any ongoing restrictions.
2. The employer shall return the employee to his/her former job classification at the location where the following conditions are met:
  - (a) months or less have elapsed since the medical leave began or, if the employee has taken a leave under Article **21:03**, following the end of such leave;
  - (b) the employee is capable of performing the essential duties of the job classification;
3. If the employee is not capable of returning to his/her former job classification, he/she will retain his/her placement rights under Article 16:03(c). If the employee's job classification has been filled on a permanent basis because more than twelve months but less than 3 years have elapsed since the employee's medical leave began, he/she shall be permitted to displace the least senior employee in the employees job classification on which he/she was employed at the time the leave of absence started at his/her location and shift provided the employee has more plant seniority than the least senior employee. If the employee is not placed under the above, he/she will exercise his/her placement rights under Article 16:03(c).

4. If an employee returns from maternity leave/child care extension as per Article 21:03, he/she will return to his/her job classification and shift. If he/she is not capable of returning to his/her former job classification, or if the employee's job classification is no longer available, he/she will be given a return opportunity consistent with the terms of the E.S.A.
  5. An employee who has been granted personal, union, funeral, or jury duty and sub poenaed witnesses leave will return to his/her job classification and shift if the employee returns to work upon the expiration of such leave.
- (C) During the first twelve (12) months that an employee is on a leave of absence under Article 21, the Company may replace that employee on a temporary basis only. Thereafter, the Company may permanently replace that employee, unless preclude from doing so by law.

**21:07 BEREAVEMENT LEAVE**

**(NO ATTENDANCE REQUIRED)**

- (a) In the event of a death of a permanent employee's stepmother, stepfather, husband, wife (including common-law spouse), mother, father, child, stepchild, the Company will allow the employee time off and will pay the employee provided he/she has **completed his** her probation period, for five (5) full days off within seven (7) calendar days of the funeral, **provided the employee was scheduled to work on such day(s). The Company may require proof of death and/or date of the funeral.**

An employee who needs and is granted more than five (5) days of funeral time off will not be required to take vacation time off in the amount of the excess over five (5) days taken off by him/her for funeral purposes.

- (b) In the event of a death of a permanent employee's brother, sister, grandchild, mother-in-law, **father-in-law**, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grand parent, spouse's grandparents or legal guardian, the Company will allow the employee **time off and will pay** the employee provided he/she **has completed his/her probation period** for three (3) **full days off within seven (7) calendar days of the funeral**, provided the employee was scheduled to work on such days. The Company may require proof of death and/or date of funeral. An employee who needs and is granted more than three (3) days of funeral time off will not be required to take vacation time off in the amount of the excess over three (3) days taken off by him/her for funeral purposes.



- (c) Payment for each such work day lost shall be at the straight-time rate of pay, including shift differential, that the employee was paid on the last day worked immediately prior to the bereavement leave.
- 21:08 If an employee is on vacation and a death occurs which qualifies the employee for funeral/bereavement leave, the vacation will be suspended and funeral/bereavement leave will take precedent. The original vacation days must be rescheduled with the employee's Supervisor.
- 21:09 **JURY DUTY AND SUBPOENAED WITNESSES**  
Any employee who is called to and reports for jury duty, crown witness duty or is subpoenaed as a witness in a court of law, shall be compensated by the company by being paid the difference between the employee's normal pay actually lost and the rate paid by the court per day, excluding traveling expenses and meals. The employee will present proof of service and the amount of payment received. This section shall not apply to anyone who has a financial interest in the case being decided by the court.
- 21:10 **BENEFITS WHILE ON LEAVE**  
If a leave is granted under Article 21, and if the individual elects to continue his/her company provided benefits that were in effect at the time the leave began, i.e. extended health care, dental plan and pension plan, for the term of this leave, he/she must continue to pay the employee portion of those benefits costs.  
  
The Company will continue Extended Health Care and Dental Plan coverage for employees in receipt of Workplace Safety and Insurance benefits (formerly WCB) for the first one (1) month period at no cost to the employee.

## **ARTICLE 22 - HEALTH AND SAFETY**

- 22:01 The Company will continue to provide a safe place to work for its employees and as a minimum, will comply with the requirements of the Occupational Health and Safety Act, 1978 Regulations for Industrial Establishments.
- 22:02 The Company will comply with applicable Provincial legislation regarding the removal of asbestos from its facilities.
- 22:03 All newly hired employees or employees who have successfully posted to a new job classification will receive job specific health and safety training conducted by the area supervisor or his/her designate. It is understood such trainer will be qualified to provide the training required.

22:04 HEAT AND NOISE

- (a) The Company and the Union agree to meet periodically to discuss problems of heat and noise.
- (b) The Company agrees to pursue practical solutions including a additional fans and or ventilation to address the problem of heat in the summertime.

22:05 SAFETY SHOES

- (a) The Company any will contribute to the cost of safety shoes each calendar year for employees who have completed their probationary period and who are required to wear safety shoes as a condition of employment, based on the amounts shown below. Payroll deduction will be available for employees who purchase safety shoes.

Upon ratification \$70.00

Effective February 1, 1999 \$75.00

- (b) In order to qualify for a Company contribution in excess of once per calendar year the employee must demonstrate the need based on work-related requirements and must turn in their worn shoes to the Company.

22:06 CLOTHING ALLOWANCE

- (a) MAINTENANCE -All maintenance employees shall have their choice of coveralls or shirt and pant sets, five (5) units provided per week which results in two (2) changes per week.
- (b) LITHOGRAPHY & PRESS- Employees classified to work in Litho-Press (including stock workers) and as Press Specialist, shall have their choice of coveralls or shirt and pant sets, five (5) units provided per week which results in two (2) changes per week.
- (c) PACKAGING, CANDLES, FINISHING & RIBBON-MAKING -One set of three (3) coveralls or shop coats are provided to each of the above mentioned areas, to be used as necessary.
- (d) ENVELOPE DEPARTMENT- Employees classified on job classification, Envelope Machine Adjuster (148) shall have their choice of coveralls or shirt and pant sets, five (5) units provided per week which result in two (2) changes per week.
- (e) Furthermore, the Company will continue with current practice of providing clothing for clean-up, spray painting, etc., as is currently in effect.

## **ARTICLE 23- MISCELLANEOUS**

### **23:01 BULLETIN BOARDS**

The Company will furnish the Union with Bulletin Boards under locked glass in the Plant. The Union will use this (space) for posting Union notices and official papers. Notices will be posted only by officially authorized Union Representatives and will be in keeping with the spirit and intent of this Agreement. A copy of all postings will be presented to a Company Human Resource representative before it is posted on any bulletin board.

- (a)** Bulletin boards for purpose of the article shall be distributed as follows:
  - 1. Queensway Plant: 5
  - 2. Bramalea Plant 1
  - 3. McLaughlin Plant 3
- (b)** Exact locations within each plant shall be mutually agreed to between the parties.
- (c)** The size of the bulletin boards will be consistent and similar to the current boards at the Queensway.

### **23:02 TOOL ALLOWANCE**

The Company will make available to trades people within the maintenance department **specialized** tools which will be required to service and/or repair new equipment.

## **ARTICLE 24- NEW JOBS AND CHANGED JOBS**

Prior to the Company establishing an hourly rate for new jobs and/or changed jobs, the Company and the Union shall meet to negotiate the hourly rate. The rate established by the parties will be retroactive to the time when the new or changed jobs were established. If the parties cannot arrive at an agreement within the period mentioned above, the matter shall be referred to Stage two (2) of the grievance procedure. If the matter reaches the arbitration step of the grievance procedure, the arbitrator may establish a fair and equitable rate for the job.

## **ARTICLE 25- RATE RETENTION**

For the purpose of this article, worked days are defined as full or 1/2 days during the standard work week or during the weekend. A 1/2 day is defined as a shift of more than two (2) hours but less than seven (7) hours and a full day is defined as a shift of seven (7) hours or more.

- 25:01 An employee declassified except on job classification Production Specialist, **through** no fault of his/her own shall retain their wage rate for forty-five(45) worked days provided the employee has been in his/her job classification for at least three (3) months. Employees on job classification Production Specialist shall retain their wage rate for sixty (60) worked days.
- (b) Notwithstanding the provisions of (a) above, when the number of employees in a job classification has been increased due to a job posting and a reduction in this number takes place within one (1) year of the filing of the job posting, the employee who is displaced by this reduction will be entitled to a total rate retention period of four (4) months.
- 25:02 An employee will be returned to his/her former job classification after being laid-off or displaced and will establish a new period of rate retention when a job classification is temporarily filled for:
- (a) A total of thirty (30) worked days in a total period of ninety (90) days or
- (b) A period of twenty (20) continuous working days on his/her former job classification.
- 25:03 An employee temporarily returned to his/her former job classification for lessor periods than those prescribed in Article 25:02 above; will only be entitled to complete the balance of the rate retention period remaining when transferred back to the job classification on which he/she displaced.
- 25:04 After completion of the wage protection period, the employee's rate of pay shall be the wage rate of the job classification which he/she is performing.
- 25:05 This section shall only apply when an employee is displaced in accordance with Article 16.

## **ARTICLE 26- AUTOMATION OR TECHNOLOGICAL CHANGE**

For the purpose of this article, "automation or technological change" means the introduction by the Company of equipment different from the equipment

previously used, or the modification by the Company of existing equipment, which causes an alteration to the method of production.

- 26:01 The Company will advise the Union not less than sixty (60) days before the introduction of any technological changes and/or automation that will result in significant changes in the employment status of employees.
- 26:02 The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to apply the following means to minimize the adverse effects on employees:
- (a) The provisions of early retirement as prescribed within the provisions of the hourly pension plan; or
  - (b) Transfers to alternative job classifications in accordance with Article 16:03(layoff).
- 26:03 In addition to the provisions of 26:02 above, and provided the employee concerned has five (5) **years** of company service, the first employee to suffer a reduction in wages because of job elimination due to automation or technological change shall be entitled to:
- (a) **Displace an employee in any job classification below skill 2, except those jobs in maintenance skilled trades unless the employee whose position is eliminated is fully qualified to perform the work required in the skilled maintenance trades, provided he/she is senior to the current incumbent. An employee will have the option of maintaining his/her current location and shift or changing locations and/or shifts. Employees affected under this article shall be entitled to one training opportunity of up to two (2) months' training in the duties of that job classification; or**
  - (b) The employee shall have the option of returning to his/her former job classification and shift held **immediately** prior to his/her current job classification **provided** that job classification is vacant or occupied by an employee junior to the employee directly displaced by technological change; or
  - (c) If the employee cannot exercise the options under 26:03 (a) or (b) or fails to qualify for the job classification after the training period as prescribed in 26:03 (a), then he/she must revert to the procedures under 26:02 above.
- 26:04 If an employee loses his/her job because of automation or technological change, he/she shall retain his/her wage rate for sixty (60) days worked.
- 26:05 An employee who has at least three (3) years seniority and is the first employee to suffer a reduction in wages because of job elimination due to automation

or technological change and who chooses not to exercise his/her **rights** under 26.03 (a) or (b) or (c) will have the option to resign from the Company and be paid a severance allowance based on the schedule listed in Article 27:01, Severance Pay, less any severance benefits payable under the Employment Standards Act.

**26:06** An employee displaced from his/her job classification as a result of an employee exercising his/her options under this Article, shall not be entitled to exercise the provisions of Article 26 and shall be dealt with in accordance with the provisions of Article 16:03 (layoff) unless such employee qualifies as the first employee to suffer a wage reduction as stated in **26:03** and/or **26:05** above.

**26:07** The benefits **provided** under Article 26 are the full and complete benefits provided to employees whose jobs are eliminated due to automation or technological change.

**26:08** It is understood for each job eliminated (reduction of employees positions in the classification subject to the change) due to automation or technological change to a maximum of one (1) employee for each such reduced employee position will have the opportunity to exercise his/her rights **under** this Article.

**ARTICLE 27- SEVERANCE PAY**

**27:01** An employee with at least three (3) years of service who is laid off in accordance with Article **16:03** and not recalled by the Company in accordance with Article **16:04**, after a total of 35 weeks (non-consecutive) of layoff in any 52 week period, will be entitled to termination and severance pay. The amount of termination pay will be per E.S.A. and the amount of the severance pay will be as follows:

<u>FULL YEARS OF SERVICE*</u>	<u>HOURS OF PAY FOR EACH FULL YEAR OF SERVICE</u>
For 3 up to & including 14	60
For 15 up to & including 25	62
For 26 up to a maximum of 30	65

\*A full year of service is defined as completing a period of seven (7) months or more during an employee's 12 month anniversary period.

**27:02** If Federal or Provincial law provides for severance pay that is greater than this schedule, the Government Program will apply in place of this section.

The parties agree that separation payment shall not be duplicated for the same separation.

For the purpose of Article 27:01 the hourly rate of pay upon which the termination and severance pay calculation is made will be based upon the rate of pay received by the employee at the time notice of layoff is given, however if an employee is receiving rate retention in accordance with Article 25:00 at the time of termination, the higher rate will be used for severance pay calculations.

## **ARTICLE 28- INSURANCE COVERAGES**

### 28:01 GENERAL

Insurance plans and their application including the long term disability plan are subject to the grievance procedure of this Collective Agreement.

#### **(a) BENEFIT LEVEL CALCULATION**

Where necessary to determine benefit levels for insurance benefits, annual earnings will be based on the employee's posted hourly rate times 2080 hours. This calculation will be determined at the time of eligibility for the particular benefit.

#### **(b) ELIGIBILITY**

Permanent employees shall become eligible for insurance once they have completed six (6) months service unless otherwise stated.

#### **(c) ELIGIBLE DEPENDENTS**

Eligible dependents must be living in the same house as the employee, unless they are in an institution or in full time attendance at a school, college or university.

#### **(d) COMMON-LAW SPOUSE**

Common-law spouse means a partner who has been publicly maintained and represented as spouse continuously for the previous one year provided all prior spouses have been disqualified.

Dependents are defined as the following:

1. Your spouse or common-law spouse.
2. Unmarried, unemployed dependent children of the employee or spouse who are under age 21, or less than age 25, if in full time attendance at a school, college or university.

3. Unmarried, unemployed dependent children to any age who are incapable of self-sustaining support or employment by reason of mental or physical disability.

(e) PERSONS DISABLED WHEN PLAN TAKES EFFECT  
Employees not actively at work or dependents in a hospital on the date the insurance becomes effective are not entitled to coverage at that time. In such cases, employees become eligible for insurance upon return to work and dependents become eligible upon discharge from the hospital.

(f) CHANGE IN INSURANCE AMOUNTS  
If an employee's rate of pay is adjusted on a permanent basis so that it results in a different annual earnings class, insurance amounts will also change on the date this adjustment is put into effect. If the employee is not at work that day, the change becomes effective when he/she returns to work.

(g) TERMS AND PROVISIONS  
The terms and provisions of the negotiated insurance benefits are subject to the restriction and conditions of any insurance policies purchased to provide such benefits. All benefits cease on termination of employment.

In the case of layoff, basic life coverage may be continued for up to three (3) months and extended Health Care and Dental Plan coverages will be maintained for a period of one (1) month at no cost to the employee.

Weekly indemnity and/or long term disability benefits may be continued past such date where total disability (as defined by the benefit in question) occurs prior to such date, depending on the date disability commenced and/or when notice of termination or layoff was given.

#### 28:02 LIFE INSURANCE

##### (a) GENERAL

In the event of a covered employee's death from any cause, the Life Insurance Death Benefit will be paid to the beneficiary the employee has named. A death certificate is required for proof of death. If there are no surviving beneficiaries, the Death Benefit will be paid to the employee's estate.



**The amount** of Life Insurance is shown below:

1st of the month following Ratification: \$24,000  
Effective, February 1st, 1999: \$25,000

The employee may change his/her beneficiary within the limits of the law at any time by completing a form which may be obtained upon request.

(b) **PREMIUM**

The Company pays 100% of the premiums.

(c) **PREMIUM WAIVER FOR TOTAL DISABILITY**

If an employee becomes totally disabled before his/her sixty-fifth (65) birthday, his/her Life Insurance will be kept in force without cost to the employee as long as the employee continues to be totally disabled but in no event beyond his/her sixty-fifth (65) birthday. Proof of total disability will be required from time to time.

(d) **CONVERSION PRIVILEGE**

A conversion privilege is required based on the Superintendent of Insurance Regulations. If the covered employee dies during the specified time period for conversion, the amount available for conversion will be payable to the stated beneficiary or his or her estate.

(e) **LIFE INSURANCE AT AGE 65**

An employee, upon reaching his/her 65th birthday while in active service, will have his/her basic life benefit reduced by 50%.

(f) **PAID-UP POLICY AT RETIREMENT**

An employee, upon retirement, will receive a one thousand five hundred dollar (\$1,500.00) paid up Life Insurance Policy.

**28:03 ACCIDENTAL DEATH AND DISMEMBERMENT**

**(A) GENERAL**

If, as the result of an accident, the employee suffers any of the losses listed below within 365 days of the accident, payment will be made as indicated. The amount of your Accidental Death and Dismemberment Insurance is as follows:

- (a) Loss Of Life  
An amount equal to full life insurance in effect for you, paid to your beneficiary.
- (b) Loss Of:  
-both hands  
-both feet  
- the sight of both eyes  
- one hand and one foot  
- one hand and the sight of one eye  
- one foot and the sight of one eye  
- speech and hearing  
- quadriplegia  
- hemiplegia  
- paraplegia  
- loss of use of both arms or both hands  
An amount equal to full life insurance in effect for you, paid to you.
- (c) Loss Of:  
- one arm  
- one leg  
An amount equal to three quarters of the life insurance in effect for you, paid to you.
- (d) Loss Of:  
- one hand  
- one foot  
- sight of one eye  
- speech or hearing  
- loss of use of one hand or one foot  
An amount equal to two thirds of the life insurance in effect for you, paid to you.
- (e) Loss Of:  
- thumb and index finger  
- four fingers on one hand  
An amount equal to one-third of the life insurance in effect for you, paid to you.
- (f) Loss of hearing in one ear.  
An amount equal to one sixth of the life insurance in effect for you, paid to you.

Only one amount, the largest to which you are entitled, is payable for all losses resulting from one accident.

"Loss" as used above is defined in the insurance contract.

- (g) Loss of all toes on one foot.  
An amount equal to one eighth of the life insurance in effect **for** you, paid to you.

(B) EXCEPTIONS AND LIMITATIONS  
This Insurance will not be payable under the following circumstances:

- (a) While you are an active member of the armed forces.
- (b) While you are a passenger in any aircraft owned, leased or operated by, or on behalf of the Company.
- (c) For losses which result while committing a criminal offense.
- (d) For losses which result from poisoning or infection; self-destruction or self-inflicted injury.

- (C) PREMIUM  
The Company pays 100% of the premium.

**28:04** EXTENDED HEALTH CARE

- (A) GENERAL  
The Extended Health Care is issued as a supplement to Provincial Health Insurance and coverage is mandatory for all full-time employees who are not covered through their spouse's plan. (Proof of spousal coverage must be provided to be exempt). It provides payments towards reasonable and necessary health expenses, which are not covered by a government plan, incurred by an employee or covered dependents.

- (B) BENEFIT  
Coverage is provided at 85% reimbursement of the cost of all eligible expenses for which payments are made including the following, except orthotics:
  - (a) Physiotherapy

- (b) Difference between semi-private and private hospital accommodation.
- (c) Private duty nursing limited to ninety (90) shifts per insured per year.
- (d) Prosthetic devices.
- (e) Drugs that legally require a prescription plus non-prescription life sustaining drugs for the treatment of conditions such as asthma, diabetes, heart disease, and cystic fibrosis. Over the counter products are not covered. Reimbursement of eligible drug expenses will be based on the lowest cost alternative (usually generic equivalent).
- (f) Ambulance Services
- (g) Paramedical services including psychologists, masseurs and speech therapists up to specified internal twelve (12) month maximums.
- (h) Orthotics coverage set at a maximum benefit of 50% of the charge or \$200 per insured family member per year.

**(C) PREMIUMS**

The Company's contribution toward premium cost will be as follows:

<u>COMPANY CONTRIBUTIONS</u>	<u>SINGLE FAMILY</u>	
Effective 1st of the month following 30 days after Ratification	85%	85%

**(D) DRUG CARD**

The Company will provide a direct pay drug card with an 85% company/15% employee, co-insurance effective August 1, 1998.

**(E) EXAMPLES OF EXPENSES NOT COVERED**

Any expense reimbursed or allowed under any Provincial Hospital Insurance Plan or Provincial Health Insurance Plan or any health services provided without cost to you or your dependents. Expenses incurred as a result of injuries sustained in the course of any employment for remuneration or profit or sickness covered under any Workers' Compensation Act.

- travel for health
- dental services, except for dental work required as result of accidental injuries which commence within ninety (90) days of the accident

- cosmetic surgery
- periodic health check-ups and examinations
- expenses resulting from an act of war or hostilities of any kind

(F) Chiropractor services up to an annual maximum of \$300 which is payable only after the OHIP maximum is exhausted. No partial payments are eligible during the period of OHIP coverage.

28:05 DELUXE TRAVEL PLAN

The Company will pay 100% of the premium cost for a deluxe travel plan, effective August 1, 1992. Employees must be enrolled in the Extended Health Care Plan in order to be eligible for Deluxe Travel coverage on the same basis (single or family).

28:06 DENTAL

(a) The current dental plan will remain in effect with the following changes:

COVERAGE

Date of Ratification: 85% of 1998 fee schedule

Effective February 1, 1999: 85% of 1999 fee schedule

Effective February 1, 2000: 85% of 2000 fee schedule

- (b) Upon ratification, the Company will pay 75% of the premium for employees with dental coverage.
- (c) Periodontal scaling procedures to be reimbursed at 50% of applicable fee schedule. All other periodontal procedures to be reimbursed at 85% of applicable fee schedule.
- (d) Recall examinations are limited to once every 9 months.
- (e) Coverage for all full-time employees is mandatory unless exempted through providing proof to the Company of spousal coverage.

28:07 VISION CARE

Effective date of ratification, the Company will pay 100% of the premium to provide up to \$165.00 every two (2) years for each family member for prescription eyeglasses, accompanied by a prescription change. Effective February 1st, 1999, the amount allowable will increase to \$180.00 for each family member every two (2) years. In order to be eligible, the employee must participate in the Extended Health Care Program and must have completed at least six (6) months of service.

**28:08 O H I P**

The Company will pay the OHIP premiums in accordance with provincial legislation.

**28:09 PENSION**

The Company will provide each employee with a copy of the hourly pension plan. The current pension plan for plant bargaining unit employees remains in effect with the following changes:

- (a) Delete the first three sentences of Section 18.01 of the plan text and replace with "The Company will maintain this Plan in force during the period of the Collective Agreement, between the Company and the Union, effective February 1, 1992, and without change during the Collective Agreement between the Company and the Union, effective February 1, 1995."
- (b) Increases to the flat retirement benefit, pursuant to Section 9.01 of the plan text, as follows:

<u>PARTICIPANTS RETIRING ON OR AFTER, BUT BEFORE</u>	<u>ANNUAL PENSION PER YEAR OF CREDITED SERVICE</u>	<u>MONTHLY PENSION PER YEAR OF CREDITED PENSION</u>
August 1, 1997	\$378	\$31.50
February 1, 2000	\$390	\$32.50

- (c) Members of the Plan will contribute, pursuant to Section 7.01 of the plan text, as follows:

<u>EFFECTIVE DATE OF MEMBER CONTRIBUTIONS</u>	<u>WEEKLY MEMBER CONTRIBUTIONS</u>
August 1, 1997	\$7.44

Employee contributions will be from pre-tax dollars and will commence after completion of the 6-month probationary period. Upon termination of employment before vesting (i.e. 2 years of Continuous Service) these Employee contributions will be refunded with Credited Interest.

- (d) **MANDATORY RETIREMENT**  
Effective January 1, 1999, the mandatory retirement age is sixty-five(65) provided the employee has at least fifteen (15) years credit in the pension plan. Bargaining unit members employed **on the date** of ratification may work beyond age sixty-five (65) until he/she completes fifteen **(15)** years credit in the pension plan at which time retirement is mandatory. Those employees hired after the ratification of the contract will be required to retire upon reaching age sixty-five (65) regardless of service.
- (e) The survivor benefit shall be established based upon Revenue Canada Regulations on or after ratification.

#### 28:10 WEEKLY INDEMNITY

- (A) **GENERAL**  
The Weekly Indemnity Plan provides weekly income during disabilities which prevent you from working for up to thirty-six (36) weeks. The Company contributes substantially to your total employee benefit program and therefore, it is understood that any E.I. premium rebates which may be available **from** the Canada Employment and Immigration Commission with respect to the registration of the Weekly Indemnity Plan, including the employees' 5/12 share, will be used to offset the Company's cost of the total benefit program.
- (B) **ELIGIBILITY**  
All permanent full time employees are eligible to participate in this Plan on the first of the month following completion of ninety **(90)** days continuous service with the Company  
  
Total disability occurs when an employee is prevented, due to illness or accidental injury, from performing the essential duties of his/her own job classification for the initial three **(3)** month period of absence and thereafter from any job classification within the bargaining unit, for which he/she is reasonably suited by training, education or experience.
- (C) **TAXABILITY**  
Based on current legislation, the Weekly Indemnity benefits are subject to income tax which will be withheld at source by the insurer.

- (D) PREMIUM  
The Company pays 100% of the premium.
- (E) BENEFIT AMOUNT  
If you are totally disabled, unable to work and under the continuing care of a physician, you will receive a benefit equal to 70% of your basic weekly earnings including shift differential up to a maximum based on the following schedule:  
Date of Ratification - maximum of \$550 per week or the E.I. maximum, whichever is greater,  
Effective February 1, 1999 - maximum of \$575 per week or the E.I. maximum, whichever is greater  
Your benefit will be reduced by any disability benefits payable to you under any other plans, including Workers' Compensation, (WCB offsets mean normal weekly benefits), Canada/Quebec Pension Plan, Quebec Automobile Insurance and any other limitation approved by the Canada Employment and Immigration Commission.
- (F) COMMENCEMENT OF BENEFITS  
(a) Benefits begin on the first work day absent due to accident or hospitalization (including hospitalization due to qualifying out-patient surgery) and on the sixth continuous work day absent due to illness. Payment is based on work days.  
(b) Qualifying out-patient surgery includes only those procedures which require an incision, or laser procedures which would otherwise be performed as a qualifying surgical procedure. Out-patient testing procedures including scopes which do not require an incision are not covered.
- (G) MAXIMUM BENEFIT PERIOD  
During any one period of disability your benefits will continue until you recover up to a maximum of **thirty-six** (36) weeks or retirement, whichever is earlier.



**U-U** RECURRENT DISABILITIES

Successive absences from work, regardless of cause, will be considered as the same period of disability, unless separated by one (1) month of active full-time work.

- (I)** The after tax earnings for an employee who has qualified for Weekly Indemnity benefits payments and then returns to modified work with the Company will not be less than the after-tax amount of the Weekly Indemnity benefits payments which the employee was receiving prior to accepting the modified work.

**(J)** MEDICAL DOCUMENTATION

Medical consultation or medical documentation for W.I. or LTD requested:

(a) by the insurance carrier for initial or further medical information will be fully paid by the insurer. This excludes any medical information related to appeals initiated by the employee.

(b) by the Company will be paid up to a maximum of \$25.00 per request reimbursed to the employee upon presentation of the appropriate receipt. Return to work notes are eligible under this section.

**(K)** EXCEPTIONS AND LIMITATIONS

The insurer will not pay benefits under the following conditions:

(a) If you are not under the continuous regular care of a licensed physician.

(b) If the disability results from self-inflicted injuries or illnesses or from plastic surgery solely for cosmetic purposes.

(c) If the benefit would be paid while you are on official maternity leave or could be placed on such leave of absence as set out in the relevant Federal or Provincial statutes.

(d) If the disability results from insurrection, war, service in the Armed Forces of any country, or participation in a riot, or disorderly conduct.

(e) If the benefits would be paid while vacation pay, or Company retirement pension is also being received or during a period in which you were engaged in occupation or employment for wage or profit.

- (f) If the disability results from injuries or diseases sustained while committing a criminal offense, or for any disability while you are serving a prison sentence.

28:11 LONG TERM DISABILITY

(A) GENERAL

The Long Term Disability Plan provides monthly income during disabilities which prevent you from working for up to one hundred and twenty (120) weeks, following the expiration of Weekly Indemnity benefits. Coverage is compulsory

(B) ELIGIBILITY

All permanent full-time employees are eligible for coverage on the first of the month following completion of ninety (90) days continuous service with the Company.

(C) TAXABILITY

Based on current legislation the LTD benefits are not subject to income tax.

(D) PREMIUM

The cost of this plan is 100% employee paid. Any rate changes occurring during the term of the collective agreement will be passed along to employees. Specifically, if there is a reduction in the required LTD premium as a result of the change in benefit duration, employees will benefit from the premium reduction.

(E) BENEFIT AMOUNT

The LTD insurance provides a disability benefit, in the event of total disability as a result of an injury or illness which prevents the employee from working, equal to:

- (a) 60% of basic monthly earnings (including shift differential) up to a maximum monthly benefit of \$2,000 for employees who commenced weekly indemnity benefits July 1, 1989, up to and including July 31, 1989, or,
- (b) 50% of basic monthly earnings (including shift differential) up to a maximum monthly benefit of \$2,000 for employees who commenced weekly indemnity benefits on or after August 1, 1989.

The benefit payable will be reduced by any disability benefits payable to the employee under any other plans, including full Workers' Compensation and the Canada/Quebec Pension Plans **offsets**.

**(F)** COMMENCEMENT OF BENEFITS AND BENEFIT PERIOD

Benefits commence upon expiration of thirty-six (36) weeks of continuous total disability and are payable up to a maximum of one hundred and twenty (120) weeks or the attainment of age 65, whichever occurs earlier.

**(G)** DEFINITION OF DISABILITY

An employee must not be able to perform any occupation in **the** plant for the first twelve (12) months of benefit payments and any occupation thereafter.

**(H)** RECURRENT DISABILITIES

In the case of a recurrence of a previous disability, successive absences from work will be considered as the same period of disability unless separated by six (6) months of active full time continuous service.

**(I)** EXCEPTIONS AND LIMITATIONS

The insurer will not pay benefits under the following conditions:

- (a) If you are not under the regular care of a licensed physician **and** under treatment considered satisfactory by the insurer.
- (b) If the disability results from self-inflicted injuries or illnesses, or from plastic surgery solely for cosmetic purposes.
- (c). If the benefit would be paid while you are on official maternity leave or could be placed on such leave of absence as set out in the relevant Federal or Provincial statutes.
- (d) If the disability results from insurrection, war, service in the Armed Forces of any country, or participation in a riot, or disorderly conduct.
- (e) the benefits would be paid while vacation pay, or Company retirement pension, is also being received or during a period in which you were engaged in occupation or employment for wage or profit.

- (f) If the disability results from injuries or diseases sustained while committing a criminal offense, or for any disability while you are serving a prison sentence.
- (g) A disability arising during the first twelve months insured for which you received medical treatment during the three month period immediately prior to becoming insured.
- (h) For mental, nervous, drug and alcohol related disabilities exceeding 78 weeks.

**28:12 EMPLOYEE ASSISTANCE PLAN (EAP)**

As of the date of ratification of this Collective Agreement, the EAP agreed upon by the Company and the Union will be available to hourly employees.

**ARTICLE 29 - WAGE INCREASES**

29:01 General Wage Increase to each step of the Hourly Rate Wage Schedules in Appendix 'C' for Employees, occur as follows:

Date of Ratification	35 cents per hour
February 1st, 1999	2.5% or a minimum of 35 cents whichever is greater
January 31, 2000	30 cents per hour

**29:02 RETROACTIVE PAY**

All hours paid including shift premium from February 1st, 1998 through to the date of ratification, May 31st, 1998 will qualify for retroactive pay, based on the first year general increases, as stated in Article 29:01 (a). Active employees only, those on lay-off with recall rights and employees who retired during the period from February 1st, 1998 to May 31st, 1998, will qualify for retroactive pay.

**ARTICLE 30 - COPIES OF AGREEMENT**

The Company shall have the Agreement delivered to the Union for signing within thirty (30) days following the date of ratification and copies of the Agreement in booklet form within ninety (90) days thereafter.

**ARTICLE 31 - SUPPLEMENTARY AGREEMENTS**

- 31:01 The Appendices attached shall form part of this Agreement.
- 31:02 Any letters of agreement signed during the terms of this Agreement shall form part of this Agreement. A letter of Agreement shall be signed by the Company, and the President of Local 322 and the National Representative.
- 31:03 A list of job classifications assigned to each labour/skill grades form a part of this Agreement and are attached in Appendix 'D'. This list will be updated semi-annually on January 1st and June 1st.
- 31:04 The Memorandum of Agreement on the Implementation of Just-In-Time Manufacturing at **Carlton** Cards dated February 16, 1995 forms a part of this Agreement and is attached in Appendix 'E'.

**ARTICLE 32 - DURATION OF AGREEMENT**

- 32:01 This Agreement shall be in full force and effect from February 1st, 1998 to January 31, 2001, and shall be renewed from year to year thereafter unless either party gives to the other party a written notice of its desire to terminate or amend the Agreement during the period ninety (90) days and not less than sixty (**60**) days prior to January 31st, 2001.
- 32:02 If notice of amendment or termination is given by either party, the other party agrees to meet within thirty (30) days after receipt of such notice, or at some mutually satisfactory date, for the purpose of commencing negotiations.

Signed by the parties on the - day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
ANDRE FOUCAULT

\_\_\_\_\_  
ROBERT **STANDEN**

\_\_\_\_\_  
ADAM RAKHRA

\_\_\_\_\_  
RAY BALDIN

\_\_\_\_\_  
CATHERINE GILMORE

\_\_\_\_\_  
DAVE REESOR

\_\_\_\_\_  
EILEEN ROSE

\_\_\_\_\_  
ENES NASATO

\_\_\_\_\_  
MARGARET LEE

\_\_\_\_\_  
BRIAN KELLY

\_\_\_\_\_  
STEVE FORD

\_\_\_\_\_  
GARY **TOON**

\_\_\_\_\_  
ELAINE **MacKINNON**

\_\_\_\_\_  
SYLVIA **FERGUSON**

APPENDIX "A" - LETTERS OF INTENT

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LETTER #1	CHRISTMAS ORNAMENT PROGRAM
LETTER #2	PROGRAMS, PRACTICES & BENEFITS TO CONTINUE
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LETTER #4	PAY CHEQUE - APPLICABLE TAX RATES
LETTER #5	APPENDIX B - SUPPLEMENTAL RETIREMENT ALLOWANCE
LETTER #6	EMPLOYEE ORIENTATION
LETTER #7	JOINT HEALTH & SAFETY COMMITTEE TRAINING
LETTER #8	JOB OPENINGS AND DISPLACED EMPLOYEES
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LETTER OF INTENT #1

Mr. Adam Rakhra, President  
Communications, Energy & Paper-workers Union of Canada  
Local 322  
1740 Drew Rd., Unit 4  
Mississauga, ON  
L5S 1J9

Dear Adam:

Re: Christmas Ornament Program

The Company will perform the Christmas ornament program, if any, in house and will first recall and if required, hire employees to perform this work. Recall will be on a voluntary basis and without prejudice to any other right under Article 16:04.

It is agreed that for the purpose of this program, Article 16:02 (1), (2) and (3) will be set aside in the event of a shortage of work during the performance of this ornament program. The Union will be informed of any temporary layoff and employees will work the complete shift on the day the temporary layoff is announced.

The full provision of Article 16 will be applied upon completion of the ornament program.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

May 29, 1998 ref: a:\memset.doc



LETTER OF INTENT #2

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C1A3

Dear Mr. Foucault:

Re: Programs, Practices & Benefits to Continue

This is to clarify the Company's position in regard to programs, practices and benefits not mentioned in the Collective Agreement. These are as follows:

1. Christmas Gift
2. Marriage Bonus
3. Birth Certificate
4. Service Awards
5. Education Assistance
6. Company Store Discounts
7. Company Sales
8. Tool Replacement
9. Mileage

It is intended these programs, practices and benefits remain in effect as currently constituted.

---

For the Company

For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

LETTER OF INTENT #3

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paper-workers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C 1A3

Dear Mr. Foucault:

Re: Part Time Employees

The Company and the Union agree to hold the issue of part time employees in abeyance; and that the Company may raise this issue again at anytime during the term of the new Collective Agreement. The Company and the Union agree to meet and discuss any need for part time employees and ways to address these needs.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

LETTER OF INTENT # 4

Mr. Adam Rakhra, President  
Communications, Energy & paper-workers Union of Canada  
Local 322,  
1740 Drew Rd., Unit 4  
Mississauga, ON L5S 1J9

Dear Adam:

Re: Pay Cheque - Applicable Tax **Rates**

Applicable income tax deduction rates for pay cheques and/or vacation cheques issued as one (1) pay cheque will be as stated below based on the following hourly rate per how of the employee.

Tax Projection Rates:

Hourly <b>Rate</b>	Hours	Gross	Tax	Income Tax %
11.28	40.00	451.20	76.10	0.17
11.37	40.00	454.80	77.05	0.17
11.60	40.00	464.00	78.45	0.17
11.95	40.00	478.00	82.25	0.17
12.55	40.00	502.00	87.90	0.18
13.44	40.00	537.60	97.40	0.18
13.96	40.00	558.40	101.20	0.18
14.89	40.00	595.60	114.40	0.19
15.39	40.00	615.60	120.30	0.20
16.63	40.00	665.20	141.00	0.21
17.15	40.00	686.00	146.95	0.21
19.07	40.00	762.80	177.10	0.23
19.67	40.00	786.80	186.30	0.24
20.30	40.00	812.00	195.55	0.24
20.75	40.00	830.00	201.70	0.24
22.99	40.00	919.60	234.80	0.26
24.41	40.00	976.40	257.90	0.26
26.07	40.00	1,042.80	286.55	0.27
27.36	40.00	1,094.40	306.15	0.28
28.12	40.00	1,124.80	315.90	0.28

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 1998

LETTER OF INTENT #5

Mr. Andre Foucault  
 National Representative  
 Communications, Energy & Paperworkers Union of Canada  
 Local 322  
 701 Evans Avenue, Suite 709,  
 Etobicoke, Ontario M9C 1A3

Dear Mr. Foucault:

**Re: Appendix B - Supplemental Retirement Allowance**

This will confirm that the Company and the Union have agreed to remove "Appendix B" from the Collective Agreement dated February 1, 1995 to January 31, 1998.

It is understood that each hourly retiree, as listed below, will continue to receive a monthly supplemental retirement allowance during his/her lifetime and the payment will cease with the last monthly payment to which he/she was entitled immediately prior to the date of his/her death.

<u>Retiree Name</u>	<u>Service Date at Retirement</u>	<u>Retiree Name</u>	<u>Service Date at Retirement</u>
Appleton, Ronald	4/21/48	Sousa Filomena	9/19/73
Robertson, Bertram	10/13/60	Sollazzo, Frank	10/12/73
Maich, Margaret	11/21/63	Ferreira, Urania	4/25/74
Mitchell, Dorothy	1/30/67	Lougheed, Kathleen	1/22/75
Sam, Katherine	10/31/67	Ching Ting, Linda	4/28/75
Kowal, Alexandra	11/2/67	Howell, Frances	8/26/75
Brandolino, Tommaso	8/27/68	Morrison, James	2/7/77
Farkas, James	3/31/69	Ku, Ying	9/6/77
Koncius, Ona	9/16/71	Falcone, Maria	5/12/78
King, Edith	12/10/71	Schneider, Paul	10/17/78
Hill, James	1/15/72	Yeo, Kun	11/22/78
Borges, Jose	5/23/72	Falcone, Maria	6/27/79
Chow, Allison	7/27/72	Burzynski, Cecylia	10/22/79
Gualberto, Dolores C.	1/28/73	Von Baillou, Tychon	1/28/81
Ksiezopolski, Katarina	3/5/73	Semmens, Cathy	8/26/81
Beck, Charles	3/29/73	Clifford, Ruby H.	9/22/81
Swidzinsky, Susanne	6/26/73	Fines, Bessie	11/21/88

\_\_\_\_\_  
 For the Company

\_\_\_\_\_  
 For the Union

dated at \_\_\_\_\_  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 1998

LETTER OF INTENT #6

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paper-workers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario **M9C 1A3**

Dear Mr. Foucault,

Re: Employee Orientation

A Company Representative will introduce employees "newly hired", into the bargaining unit, to the local Plant Chairperson during the orientation process.

The Union membership application card signed by new employees will be forwarded to the Union immediately after it is signed.

---

For the Company

For the Union

dated **on this** \_\_\_\_\_ day of \_\_\_\_\_, 1998.

LETTER OF INTENT #7

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C 1A3

Dear Mr. Foucault,

**Re: Joint Health and Safety Committee Training**

This will confirm that Joint Health and Safety Committee representatives will **receive Level I training based on content** developed by the Workers' Health and Safety Centre, or its successor training agency, as prescribed by Occupational Health and Safety Legislation.

This training will be provided to Joint Health & Safety representatives at Company expense.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on this - day of \_\_\_\_\_, 1998.

LETTER OF INTENT #8

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C1A3

Dear Mr. Foucault,

**Re: Job Openings and Displaced Employees**

In accordance with Article 16:03(C) and 16:03(d) of the Collective Agreement, employees in the process of lay-off are entitled to be considered for job openings. For the purpose of clarification, job openings are:

- 1) Job Classifications to which employees do not have a return or recall right, in accordance with Article 16:04. Such job openings will not be posted in accordance with Article 17.
- 2) Job Classifications which have been posted and not awarded in accordance with Article 17. These job openings will be considered awarded when the bidders receive notification by the posting of the job vacancy register.

Employees in the process of lay-off, will be eligible for such job openings in accordance with the provisions of Article 16.

This is effective upon the date of signature by the Company and the Union.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

**LETTER OF INTENT #9**

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paper-workers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C 1A3

Dear Mr. Foucault,

**Re: Procedure for Filling Temporary Assignments Outside of Just In Time Lines**

1. In filling back-up and temporary assignments, outside of Just In Time Lines, the Company will assign employees in the following order:
  - (a) An employee with an active return right to the job classification which is being temporarily filled, provided he/she is on the same shift and at the location where the temporary requirement occurs;
  - (b) An employee on the shift and at the location where the temporary opening occurs, who has held that back-up job classification the longest.
  - (c) An employee temporarily transferred in accordance with the temporary transfer provisions of the Collective Agreement.
2. If, after offering overtime opportunities in accordance with Article 18:04 of the Collective Agreement, additional employees are needed to work overtime, the Company will offer such overtime to employees who have been temporarily transferred to the job classification in question under 1 (a) and 1 (b) above, in the order outlined in 1 (a) and 1 (b) above.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on this - day of \_\_\_\_\_, 1998



LETTER OF INTENT #10

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario **M9C 1A3**

Dear Mr. Foucault:

Re: Pre-Arbitration Discussions

This will confirm our understanding that after notice has been served by the Union of its intention to proceed to arbitration in accordance with Article 13:06(a), either party may request a meeting to be convened to discuss and review the merits of each party's case and to attempt to resolve the grievance prior to arbitration.

The meeting will be attended by two (2) union representatives and two (2) company representatives.

It is understood that this practice will continue only with the mutual agreement of the parties and that either party can withdraw from this procedure should it feel that the purpose for which it was established is not being satisfied.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

LETTER OF INTENT #11

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario **M9C 1**

Dear Mr. Foucault,

Re: Subcontracting

The Company needs to retain the ability to place production work outside.

However, during the term of this Agreement, the Company will minimize the amount of production work that is subcontracted, when employees can perform and are available to do the work, when the Company has the equipment necessary to do the work, and when it is more economically feasible to perform the work in-house.

The Company will re-institute quarterly meetings with the Union to keep the Union advised of such subcontracting.

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For the Company

For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

LETTER OF INTENT #12

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C1A3

Dear Mr. Foucault:

Re: National Day of Mourning - April 28th

This will confirm that the Company will recognize April 28th as a National Day of Mourning in honour of workers who died as a result of work related accidents or illnesses. Such recognition will consist of a one (1) minute period of silence commencing at 11:00 a.m. During this one (1) minute period employees represented by the C.E.P. will remain silent and in the immediate area of their work stations.

Should the 28th of April fall on a non-working day, it will be **observed** on the closest scheduled working day to it or a day, as designated by the Canadian Labour Congress.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

## LETTER OF INTENT #13

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario **M9C 1A3**

Dear Mr. Foucault:

Re: Mileage Allowance

The following describes the mileage allowance reimbursement for bargaining unit employees:

1. A mileage allowance is not applicable when:
  - (a) employee is temporarily transferred to another location and the one way distance is less than 15 kilometers
  - (b) The transfer is for the convenience and at the request of the employee.
2. A mileage allowance will be paid when:
  - (a) employee is requested by the Company, following the commencement of his/her regular shift, to transfer to another location which is 15 kilometers or more from his/her base location. The employees will be paid both traveling time and mileage.
  - (b) An employee transferred at the request and for the convenience of the Company, will receive a mileage allowance for the duration of the temporary assignment, provided the one way distance between the location it 15 kilometers or greater.

/...continued  
Re: Mileage Allowance

The mileage allowance for 2(a) and 2(b) above will be 31 cents per kilometer.

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For the Company

For the Union

dated on the - d a y o f \_\_\_\_\_, 1998.

**LETTER OF INTENT # 14**

Mr. Andre Foucault  
National Representative  
Communications, Energy & Paperworkers Union of Canada  
Local 322  
701 Evans Avenue, Suite 709,  
Etobicoke, Ontario M9C1A3

Dear Mr. Foucault,

**Re: Head Job Classifications**

The Company will eliminate head job classifications and transfer employees to the corresponding non-head job classification, effective September 7, 1992.

An employee classified on a head job classification will be red circled at his/her rate of pay as of the date of ratification. All future general increases as prescribed by the Collective Agreement will apply.

An employee will no longer retain his/her red circled rate of pay when:

- (a) He/she voluntarily posts to another job classification in accordance with Article 17.
- (b) He/she is removed from his/her job classification as a result of Article 16. It being understood that the red circled rate of pay is no longer payable following the applicable period of rate retention. The red circled rate of pay will be re-activated once the employee returns to his/her original job classification.
- (c) His/her recall/return rights expire.

An employee formerly classified on a head job classification will no longer assume tasks related to directing employees such as, issuing work orders, scheduling and assigning work and will be limited to performing the duties of the

/...continued

**Re: Head Job Classifications**

**'age 2**

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corresponding non-head job classification. It is understood however that duties such as training and assisting other employees (in departments where there are no trainers), will be shared amongst all employees in the non-head job classification, if directed by the supervisor.

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For the Company

For the Union

dated on the - d a y o f \_\_\_\_\_ ,1998.

## APPENDIX 'C'

### HOURLY RATE WAGE SCHEDULES

For the purposes of Appendix 'C', wage progression within a labour/skill grade is based on time during which an employee is actively at work. For the purposes of Appendix 'C', time actively at work includes time spent on WCB, union leave, maternity/child care leave as defined by the Employment Standards Act, as well as the first four (4) weeks of any absence for reasons other than lay-off.

#### PROCEDURES FOR:

1. PROMOTIONS AND TRANSFERS ON JOB CLASSIFICATIONS
  - (a) WITHIN LABOUR GRADES  
The new rate shall be equivalent to the same monthly rate level as the old monthly rate level.
  - (b) BETWEEN LABOUR GRADES AND SKILL GRADES  
The new rate is the next highest rate in the new skill grade.
  - (c) WITHIN SKILL GRADES  
The new rate is the next highest rate in the new skill grade.
2. WAGE PROGRESSION ON A JOB CLASSIFICATION WITHIN A GRADE/SKILL  
Occurs automatically based on time an employee is actively at work according to the time schedule existing for each labour/skill grade.
3. NEW HIRES  
May be hired at any rate in the schedule in accordance with the contract.
4. WAGE PROGRESSION WITHIN A BACK-UP AND TEMPORARY TRANSFERS JOB CLASSIFICATION
  - (a) Employees classified as a back-up and employees temporarily transferred to a job classification, will qualify for a progression increase in the back-up or temporary transfer classification after 520 actual hours worked in that classification.



- (b) Employees on a posted back-up classification and employees who have been temporarily transferred to a job classification, and who are awarded the same job on a permanent basis, will retain their current back-up or temporary transfer rate of pay if such rate is greater than the rate which would be assigned in accordance with the above procedures.
- (c) The progression increases for temporary transfers under (a) above, and the rates granted to employees permanently classified after having worked on a temporary transfer basis under (b) above, shall be only for hours worked on a temporary transfer based after September 1, 1992.
- (d) In the event an employee's recall/return rights to a job classification expires and this employee is subsequently temporarily transferred or posts to the same job classification in accordance with Article 17, he/she will be placed at the same progression step he/she held immediately prior to being removed from such job classification.

The Company and Union agree and accept the procedures and rate schedules as outlined in Appendix 'C'.

**APPENDIX "C"**

**HOURLY RATE WAGE SCHEDULES**  
Effective June 1, 1998  
**LABOUR GRADES**

<b>LABOUR GRADE</b>	<b>START</b>	<b>3 MOS</b>	<b>9MOS</b>	<b>12 MOS</b>	<b>15 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>
1A (1)	\$10.88	\$11.50	\$11.63				
1B (2)	11.32	11.58	11.72				
1C (3)	11.48	11.78	11.95				
1D (4)	11.72	11.88	12.03	\$12.16	\$12.30		
1E (5)	11.93	12.06	12.30	12.48	12.70	\$12.90	
1F (6)	12.59	12.76	13.06	13.30	13.53	13.79	
1G (7)	12.76	13.06	13.29	13.52	13.79	14.02	\$14.31
1H (8)	13.01	13.25	13.53	13.94	14.38	14.80	15.24
1I (9)	13.53	14.08	14.42	14.78	15.08	15.42	15.74
1J (10)	13.80	14.42	14.60	15.20	15.77	16.37	16.98
1K (11)	14.30	14.96	15.08	15.70	16.30	16.88	17.50

**APPENDIX "C"**

**HOURLY RATE WAGE SCHEDULES  
Effective June 1, 1998  
SKILL GRADES**

	<b>SKILL GRADE</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YEAR</b>	<b>1 1/2 YEARS</b>	<b>2 YEARS</b>	<b>2 1/2 YEARS</b>	<b>3 YEARS</b>	<b>3 1/2 YEARS</b>	<b>4 YEARS</b>	<b>4 1/2 YEARS</b>
	2A(1)	15.54	16.16	16.62	17.07	17.51	17.99	18.37	18.83	19.42	
8	2B(1)	16.14	16.76	17.22	17.67	18.11	18.59	18.97	19.43	20.02	
	2C(2)	16.76	17.22	17.81	18.21	18.76	19.29	19.70	20.16	20.65	
	2D(3)	18.97	19.25	19.52	19.78	20.09	20.33	20.60	20.87	21.10	
	2E(4)	20.79	21.16	21.48	21.79	22.12	22.46	22.74	23.05	23.34	26.42*
	2F(5)	21.53	22.15	22.75	23.36	23.98	24.59	25.20	25.81	26.42	
	2G(6)	22.12	22.82	23.52	24.22	24.91	25.62	26.32	27.01	27.71	28.47*

Sk. 4 - 4-1/2 Yr. Rate applies to 2-Colour Press Operator only.

Sk. 6 - 4-1/2 Yr. Rate applies to Floater only.

**APPENDIX "C"**

**HOURLY RATE WAGE SCHEDULES**  
**Effective February 1, 1999**  
**LABOUR GRADES**

<b>LABOUR GRADE</b>	<b>START</b>	<b>3 MOS</b>	<b>9MOS</b>	<b>12 MOS</b>	<b>15 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>
1A(1)	\$11.23	\$11.85	\$11.98				
1B(2)	11.67	11.93	12.07				
1C(3)	11.83	12.13	12.30				
1D(4)	12.07	12.23	12.38	\$12.51	\$12.65		
1E(5)	12.28	12.41	12.65	12.83	13.05	\$13.25	
1F(6)	12.94	13.11	13.41	13.65	13.88	14.14	
1G(7)	13.11	13.41	13.64	13.87	14.14	14.37	\$14.67
1H(8)	13.36	13.60	13.88	14.29	14.74	15.17	15.62
1I(9)	13.88	14.43	14.78	15.15	15.46	15.81	16.13
1J(10)	14.15	14.78	14.97	15.58	16.16	16.78	17.40
1K(11)	14.66	15.33	15.46	16.09	16.71	17.30	17.94

**APPENDIX "C"**  
**HOURLY RATE WAGE SCHEDULES**  
**Effective February 1, 1999**  
**SKILL GRADES**

	<b>SKILL GRADE</b>	<b>START</b>	<b>6 MOS.</b>	<b>1 YEAR</b>	<b>1 1/2 YEARS</b>	<b>2 YEARS</b>	<b>2 1/2 YEARS</b>	<b>3 YEARS</b>	<b>3 1/2 YEARS</b>	<b>4 YEARS</b>	<b>4 1/2 YEARS</b>
	2A(1)	15.93	16.56	17.04	17.50	17.95	18.44	18.83	19.30	19.91	
58	2B(1)	16.54	17.18	17.65	18.11	18.56	19.05	19.44	19.92	20.52	
	2C(2)	17.18	17.65	18.26	18.67	19.23	19.77	20.19	20.66	21.17	
	2D(3)	19.44	19.73	20.01	20.27	20.59	20.84	21.12	21.39	21.63	
	2E(4)	21.31	21.69	22.02	22.33	22.67	23.02	23.31	23.63	23.92	27.08*
	2F(5)	22.07	22.70	23.32	23.94	24.58	25.20	25.83	26.46	27.08	
	2G(6)	22.67	23.39	24.11	24.83	25.53	26.26	26.98	27.69	28.40	29.18*

Sk. 4 - 4-1/2 Yr. Rate applies to 2-Colour Press Operator only.

Sk. 6 - 4-1/2 Yr. Rate applies to Floater only.

**APPENDIX "C"**

**HOURLY RATE WAGE SCHEDULES  
Effective January 31, 2000  
LABOUR GRADES**

<b>LABOUR GRADE</b>	<b>START</b>	<b>3 MOS</b>	<b>9MOS</b>	<b>12 MOS</b>	<b>15 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>
1A(1)	\$11.53	\$12.15	\$12.28				
1B(2)	11.97	12.23	12.37				
1C(3)	12.13	12.43	12.60				
1D(4)	12.37	12.53	12.68	\$12.81	\$12.95		
1E(5)	12.58	12.71	12.95	13.13	13.35	\$13.55	
1F(6)	13.24	13.41	13.71	13.95	14.18	14.44	
1G(7)	13.41	13.71	13.94	14.17	14.44	14.67	\$14.97
1H(8)	13.66	13.90	14.18	14.59	15.04	15.47	15.92
1I(9)	14.18	14.73	15.08	15.45	15.76	16.11	16.43
1J(10)	14.45	15.08	15.27	15.88	16.46	17.08	17.70
1K(11)	14.96	15.63	15.76	16.39	17.01	17.60	18.24

**APPENDIX "C"**

**HOURLY RATE WAGE SCHEDULES  
Effective January 31, 2000  
SKILL GRADES**

SKILL GRADE	START	6 MOS.	1 YEAR	1 1/2 YEARS	2 YEARS	2 1/2 YEARS	3 YEARS	3 1/2 YEARS	4 YEARS	4 1/2 YEARS
2A(1)	16.23	16.86	17.34	17.80	18.25	18.74	19.13	19.60	20.21	
2B(1)	16.84	17.48	17.95	18.41	18.86	19.35	19.74	20.22	20.82	
2C(2)	17.48	17.95	18.56	18.97	19.53	20.07	20.49	20.96	21.47	
2D(3)	19.74	20.03	20.31	20.57	20.89	21.14	21.42	21.69	21.93	
2E(4)	21.61	21.99	22.32	22.63	22.97	23.32	23.51	23.93	24.22	27.38*
2F(5)	22.37	23.00	23.62	24.24	24.88	25.50	26.13	26.76	27.38	
2G(6)	22.97	23.69	24.41	25.13	25.83	26.56	27.28	27.99	28.70	29.48*

Sk. 4 - 4-1/2 Yr. Rate applies to 2-Colour Press Operator only.

Sk. 6 - 4-1/2 Yr. Rate applies to Floater only.

APPENDIX "D"

CARLTON CARDS LIMITED  
JOB CLASSIFICATION  
EFFECTIVE JUNE 1, 1998

<u>LABOUR GRADE</u>	<u>CLASS #</u>	<u>CLASSIFICATION</u>
1A (1)	101	General Factory
1B (2)	927	Seasonal Tailor Assortment
1C (3)	144	Line and Table Stocker
1D (4)	-	-
1E (5)	201	Order Processor
	007	Production Specialist
1F (6)	-	-
1G (7)	004	Machine Operator, Envelopes
	200	Maintenance Utility Worker
1H (8)	210	Stockworker
1I (9)	001	Press Room Helper
1J (10)	002	JITL 92 Storekeeper
	127	Litho Bronzer Helper
	193	Press Area Storekeeper
	231	Maintenance Craftsworker
1K (11)	230	Power Truck Operator



<u>SKILL GRADE</u>	<u>CLASS #</u>	<u>CLASSIFICATION</u>
2A (1)	019	Machine Specialist
2B (1)	283	Die Maker - Emboss
	284	Mechanical Packaging Set-Up
2C (2)	148	Envelope Machine Adjuster
	280	Maintenance Mechanic
	304	Die Maker - Rule
2D (3)	301	Litho Specialist
	302	Press Specialist
	303	Machinist
	305	Maintenance Electrician
2E (4)	030	2 Colour Press Operator
	124	Assistant Press Person
2F (5)	122	Lithostripper Level 2
2G (6)	128	Multi Colour Press Operator
	757	Floater

## APPENDIX "E"

### MEMORANDUM OF AGREEMENT ON THE IMPLEMENTATION OF JUST-IN-TIME MANUFACTURING AT CARLTON CARDS

The Company and the Union have discussed and resolved the following Operational Issues in the establishment of the Just In Time Lines at **Carlton** Cards:

#### **I SHIFT**

The Just-In-Time lines will work an eight (8) hour shift. The lunch break will be twenty (20) minutes, paid by the Company and applied following the terms of Article 18:10. Lunch periods will be staggered so the JITL operation will run continuously through lunch. The normal breaks (per Article 18:11) will also be staggered so the machines will continue to run through breaks.

The shifts for employees **working** in the Just-In-Time lines will be:

"First" or Day Shift - 7:30a.m. to 3:30p.m.

"Second" or Afternoon Shift - 3:30p.m. to 11:30p.m.

"Third" or Night Shift - 11:30p.m. to 7:30a.m.

#### **II CROSS TRAINING**

##### **"JITL" Cross Training Strategy Training Format**

Classroom/hands on, small groups of 3-5 plus "Manufacturing Specialist" plus trained "Machine/Production Specialist" (as required)

##### **Phase I**

- Production Specialist in all Production Specialist operations
- **Cardwise** operations followed by sheetwise
- Completion within one year of JITL ribbon cutting
- Machine Specialist in all Production Specialist operations
- Completion within one year of JITL ribbon cutting Machine Specialist in all Machine Specialist operations
- **Cardwise** operations followed by sheetwise
- Completion within two years of JITL ribbon cutting

/...continued

Phase II

Keeping it green! Ongoing and in sync with new and emerging methods, innovations and machines.

III. DAILY ASSIGNMENTS OF EMPLOYEES

Employees will be provided with a daily job assignment listing each day when they arrive at the start of the shift. These assignments will be made with the following criteria:

1. Production requirements
2. Absenteeism
3. Cross training required
4. Job rotation schedule

The Company and the Union collectively agree that the success of the Just-In-Time Lines will in part be accomplished by the flexibility of assigning employees on a daily basis. The parties at the same time want the JITL employees to be treated fairly in their daily assignments therefore the following review process is being established:

Where an employee questions his/her daily assignment or reassignment and is not satisfied with the response provided by his/her Coordinator, he/she must comply with the assignment or reassignment but will have the right to request the assignment or reassignment be reviewed at a meeting based on the following schedule:

An employee on the Day Shift - within (4) hours

An employee on the Afternoon Shift - at the beginning of his/her next shift

An employee on the Night Shift - at the end of his/her shift

The employee must notify his/her Coordinator to request a review meeting.

The Executive Director, Human Resources or his/her designee, will conduct the review with the employee present. The Coordinator who caused the assignment or reassignment will present his or her explanation. The Local Union President or his/her designee will also be present at the review. The Vice-President of Manufacturing or his designee may also attend the meeting.

If this review fails to satisfy the employee, he/she may request a further review be scheduled by the Vice-President of Employee and Industrial Relations within 21 days of the request (or as mutually agreed). The same parties who attended the first review meeting will be present at the second review.

/....continued

**IV. JOB ROTATION**

Once employees have been cross trained on all of the required job duties, a job rotation schedule will be developed for each JITL.

**V. OVERTIME**

Each JITL will be a department and overtime will be distributed under the provisions of Article (18) of the Labour Contract. Once the work force is fully cross trained, absentee replacement, or a temporary increase in the required production will be handled by an on shift reassignment to avoid overtime if possible or an adjacent shift overtime assignment if required. It is understood that a Litho Specialist, Press Specialist, or Machine Specialist may be reassigned on shift to lower rated job classifications within the JITL at no loss in pay to avoid overtime.

**VI. JUST IN TIME JOB CLASSIFICATIONS AND THE APPLICATION OF 16:03**

A) In the application of Note (1) in Article 16:03, the Production Specialist job classification training opportunities will be defined as the following jobs which were combined to form the new job classification of Production Specialist:

- Schjeldahl Catcher (135)
- Schjeldahl Feeder (176)
- Stripper (142)
- Folding Machine Operator (163)
- Platen Press Feeder (164)
- Leaf Cutter/Platen Press Feeder (192)
- W & D Folding Machine Catcher (130)
- Sterling Insert Machine Operator (353)
- Machine Trainer (181)
- Packer/Jogger Straight Cutting (349)

An employee who successfully completes one of the above training opportunities will qualify for placement into the Production Specialist job classification.

B) In the application of Note (2) for the Machine Specialist job classification, the requirement to have actively worked 1000 hours in a job classification will be defined as any one of the following jobs which were combined to form the new job-classification of Machine Specialist:

/...continued

Packaging Machine Tender (186)  
W & D Set-Up (103)  
Collate and Package Set-Up (234)  
General Set-Up (Packaging) (774)  
Hot Stamp Machine Set-Up (286)  
Folding Machine Set-Up (281)  
Straight Cutter (287)

- C) In the application of Note (2) for the Press Specialist job classification, the requirement to have actively worked 1000 hours in a job classification will be defined as having acquired the necessary time in any job classification previously titled BMA Operator/ Bobst Operator/Geitz Operator (225).
- D) In the application of Note (2) for the Litho Specialist job classification, the requirement to have actively worked 1000 hours in a job classification will be defined as having acquired the necessary time in the job classification previously titled Single Colour Press Offset Press (301).

#### VII. PERMANENT DOWNSIZING PROCEDURE

If the workload of a particular Just-In-Time line will be permanently curtailed for more than (60) worked days, the Company will decide on the appropriate reduction in workforce for all job classifications within the JITL using the provisions of Article 16:03. The affected employees will be placed based on the provisions of Article 16:03 (c).

#### VIII. TEMPORARY DOWNSIZING PROCEDURE

If the workload of a particular Just-In-Time line is temporarily curtailed for less than (60) worked days, the Company will decide on the appropriate reduction in workforce for the Production Specialist job classification. During this temporary curtailment, a Litho Specialist, a Press Specialist or a Machine Specialist may be assigned a Production Specialist job at no loss in pay. A displaced Production Specialist will have access to the placement procedure in Article 16:03 (c) and a rate retention of (60) worked days as specified in Article 25:01.

#### IX. DISPLACEMENT AND RATES OF PAY

An employee who is displaced from a higher labour/skill grade under Article 16 and exercises his/her placement rights under 16:03 (c) to claim a Machine Specialist job classification will be paid at the highest rate of pay listed for Machine Specialist in the current wage schedule.

The same procedure will apply for an employee who is displaced from a higher rated job classification and bumps into the Production Specialist job classification.

"NO JOB IS SO IMPORTANT  
THAT SAFETY MUST BE  
SACRIFICED TO  
ACHIEVE PRODUCTION"

