

**COLLECTIVE AGREEMENT**

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BETWEEN

*Hilroy*

AND



**CANADIAN PAPERWORKERS UNION  
AND ITS TORONTO LOCAL 1144**

CLC

1988-90

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The official Agreement is the original mimeographed document signed by the Company and Your Union officials. This booklet is for use as a ready reference only.

**CONTENTS**

**COLLECTIVE AGREEMENT  
(WHITE) SECTION**

**MAJOR MED.  
LIFE INS.  
ACCID. DEATH  
(GREEN) SECTION**

**PLANT RULES  
(WHITE) SECTION**

**RETIREMENT' PLAN  
(BUFF) SECTION**



## INDEX

ARBITRATION .....	13
AUTOMATION .....	20
BEIL P500 & P581 .....	36
BULLETIN BOARDS.....	17
CALL IN PAY.....	37
CHIEF STEWARD.....	5
COVERALLS .....	38
DEMOTIONS .....	10
DENTAL PLAN.....	44
DISCIPLINE .....	6
DRUG PLAN.....	44
DUES DEDUCTIONS.....	2
DURATION OF AGREEMENT.....	24
EXECUTIVE COMMITTEE.....	4
FUNERAL, LEAVE.....	19
GRIEVANCES .....	10
GRIEVANCE COMMITTEE.....	5
HOLIDAYS .....	49
HOURS OF WORK.....	38
INVENTORY.....	9
JOB CLASSIFICATIONS.....	51
JOB POSTINGS.....	14
JURY DUTY.....	21
LAY-OFF.....	9

LEAD HANDS.....	37
LEAVE OF ABSENCE.....	19
LETTERS OF INTENT.....	59
LIFE INSURANCE.....	41
LONG TERM DISABILITY.....	43
LOSS OF SENIORITY.....	7
MANAGEMENTS RIGHTS.....	3
MEAL ALLOWANCE.....	38
O.H.I.P.....	41
OVERTIME.....	39
PENSION PLAN.....	43
PHYSICIANS CHARGES.....	43
PLANT RULES.....	22
PROBATIONARY EMPLOYEES.....	7
RECOGNITION.....	1
REPORTING PAY.....	37
RETIREE INSURANCE.....	42
SAFETY & HEALTH.....	17
SEMI-PRIVATE.....	41
SENIORITY.....	6
SENIORITY LISTS.....	8
SEVERANCE ALLOWANCE.....	23
SHIFTS.....	40
SHIFT PREMIUMS.....	36
SICK <i>PAY</i> .....	42
STEWARDS.....	5

SUMMER STUDENTS.....	7
TRANSFERS .....	19
TRANSFERS OUT OF UNIT.....	10
UNION MEMBERSHIP.....	2
UNION REPRESENTATION.....	4
VACATIONS.....	45
WAGES.....	28
WEEKLY INDEMNITY.....	42





**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**HILROY, DIVISION OF ABITIBI-PRICE INC.**  
**(HEREIN REFERRED TO AS “THE COMPANY”)**  
**AND**  
**CANADIAN PAPERWORKERS’ UNION**  
**AND ITS TORONTO LOCAL 1144**  
**C.L.C.**  
**(HEREINAFTER REFERRED TO AS “THE UNION”)**

**1.1 PURPOSE — ARTICLE 1**

- a. The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and the Union and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- b. The parties hereto recognize their mutual interest in and responsibility for the successful operation of the Company and agree it is the duty of the Employer and the Employees to promote at all times the progress of the Plant by co-operating to the fullest extent in all matters having to do with the successful operation of the Company.

**1.2 RECOGNITION — ARTICLE 2**

**1.2.1 UNION SOLE BARGAINING AGENT**

- a. The Company recognizes the Union as the sole collective bargaining agent for all of its Employees at Metropolitan Toronto, save and except Supervisors, persons above the rank of Supervisor, Office and Sales staff and persons regularly employed for not more than twenty-four (24) hours per week.

### **1.2.2 NON-UNION EMPLOYEES**

- a. Supervisors and other employees not represented by the Union will not work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimenting or in emergencies.
- b. A reasonable effort will be made to fill emergency jobs with qualified bargaining unit employees.
- c. Excluded from this Clause are persons regularly employed for not more than twenty-four (24) hours per week.

## **1.3 UNION MEMBERSHIP — ARTICLE 3**

### **1.3.1 CONDITION OF EMPLOYMENT**

- a. All employees shall, as a condition of employment, upon completion of their probationary period, make application for membership in the Union and, when accepted into membership, shall maintain such membership in good standing throughout the term of this agreement.
- b. An employee who is now a member in good standing, or who becomes, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

### **1.3.2 DUES DEDUCTIONS**

- a. The Company agrees to deduct, on the first pay day of each month, including vacation pay, an amount equal to the Union member's hourly rate, from the wages of each member who is in good standing with the Union and who has furnished the Company with a signed authorization to this effect.
- b. In addition, the Company will deduct on the second pay day of each month, including vacation pay, an amount set by the Union and remit same to the Financial Secretary of Local 1144.
- c. A list of each member's name shall accompany each of these cheques, with the proviso that the list supplied, with the first week's deduction, shall include each employee's hourly rate of pay.
- d. Such authorization shall be in the form shown in 1.3.3.
- e. The Company will record on each employee's T.4 the amount of Union dues deducted.

**1.3.3 DUES AUTHORIZATION**

a. Union Dues authorization shall be in the following form:

To: HILROY — DIVISION OF ABITIBI-PRICE INC.  
250 Bowie Ave.  
Toronto, Ontario, M6E 2R9

In accordance with the terms of our current collective agreement, you are hereby authorized to deduct an amount equal to the regular monthly dues, each month from the wages due me, and a one-time union initiation fee, and to remit same to the Financial Secretary of Local 1144, Canadian Paperworkers' Union C.L.C.

DATE:

SIGNATURE:

**1.3.4 NEW EMPLOYEES**

- a. The Company will, when hiring new employees, provide them with copies of this form for signature.
- b. All new employees will be introduced by their Supervisor to the Shop Steward of their department on the day they start their employment.

**1.4 NO STRIKE OR LOCKOUT — ARTICLE 4**

- a. 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.
- b. The word "Strike" and the word "Lock-out" shall be deemed to have the meaning given these words in the Labour Relations Act.

**1.5 MANAGEMENT RIGHTS — ARTICLE 5**

- a. The Union acknowledges that it is the exclusive function of the Company to:
  - 1. Maintain order, discipline and efficiency.
  - 2. Hire, discharge, transfer, classify, promote, demote, or discipline employees, **provided** that a claim of discrimination or unjust promotion, demotion or transfer, or a claim that a permanent employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - 3. Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality of

the foregoing, to determine the number and locations of plants, the products to be manufactured, methods of manufacturing, and the schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

4. The exercise of these rights by the Company shall be subject to the provisions of this Agreement.

## **1.6 UNION REPRESENTATION — ARTICLE 6**

### **1.6.1 EXECUTIVE COMMITTEE**

- a. The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union who are employees of the Company, a Union Executive Committee.
- b. The Company will recognize the said Committee for the purpose of negotiating renewal amendments provided that not more than four (4) such members shall attend at meetings with management representatives.
- c. The Company agrees that five (5) members of the Union Executive Committee will be allowed time off prior to negotiations, for the purpose of preparing for negotiations. It is agreed that this period of time will not exceed one week's duration.
- d. The Company will co-operate with the Union to release Local Executive Committee members from work to attend monthly meetings of the Local.
- e. Furthermore, provided the Union gives the Company at least 3 week's notice, the Company will co-operate with the Union in an attempt to make necessary arrangements to allow members of the Local Union Executive Committee to attend union conventions, conferences and National Union Committee meetings.
- f. Both parties agree that operational needs in the plant will be a major factor in deciding whether an employee can be released to attend any of the above functions.
- g. The Union agrees to supply the Company with the names of the Union Executive Committee and to keep such lists up-to-date at all times.

- h. The Executive Committee has the right to engage any outside assistance to be present at negotiations, Union-Management meetings, Step 3 of the grievance procedure and the arbitration procedure, as does the Company.

**1.6.2 GRIEVANCE COMMITTEE**

- a. The Company acknowledges the right of the Union to appoint or otherwise select, from among the members of the Union Executive Committee a Grievance Committee, the membership of which shall consist of a maximum of three (3).
- b. The Company will recognize the Grievance Committee for the purpose of attending grievance meetings with Management at Step 3 of the grievance procedure.
- c. Grievance Committee members will be allowed time off without loss of pay to attend grievance meetings with Management.
- d. Both parties will seek convenient times for discussion with the operational needs in the plant being a major factor in selection of meeting times.

**1.6.3 CHIEF STEWARD**

- a. The Company acknowledges the right of the Union to appoint or otherwise select from among the members of the Grievance Committee. a Chief Steward.
- b. The Company will recognize the Chief Steward for the purpose of attending meetings with the Personnel Administrator and the Plant Superintendent at Step 2 of the grievance procedure.

**1.6.4 STEWARDS**

- a. The Company agrees to recognize Stewards for each of the following areas:
 

DEPT. 1	RULING	1 EACH FOR 1st & 2nd SHIFT
DEPT. 2	BINDERY & ENVELOPES	1 EACH FOR 1st & 2nd SHIFT
DEPT. 4	REFILL & COIL	1 EACH FOR 1st & 2nd SHIFT
DEPT. 5	PADDING & FINISHING	1 EACH FOR 1st & 2nd SHIFT
DEPT. 10	RECEIVING	1 ONLY

DEPT. 11	SHIPPING & WAREHOUSE	1 ONLY
DEPT. 12 & 13	MACHINE SHOP & BUILDING MAINTENANCE MIDNIGHT SHIFT	1 ONLY  I ONLY

- b. Stewards will be allowed reasonable time off from their regular work to process grievances within their respective areas and will not lose **pay** for this time off.
- c. Stewards must have permission from their Department Supervisor to be absent from their work in the above instance.
- d. The Union agrees to supply the Company with the names of Shop Stewards and to keep such list up to date at all times.

**1.6.5 DISCIPLINE**

- a. An employee called into an office for the purpose of receiving a formal discipline should be accompanied by a Union official. Any action taken will be recorded and copies will be given to the employee and the Union.
- b. When the Company has pre-determined, prior to the start of a shift that an employee is to be suspended, the employee will be suspended at the end of the employee's shift or failing this, a reasonable effort will be made to contact the employee prior to the start of the employee's shift to inform the employee not to report for work.
- c. An employee who does not receive a warning letter or verbal warning for a period of twelve (12) months shall not have any of these warnings used against the employee ONCE the employee has completed twelve (12) months free of disciplinary warnings.
- d. An employee who has received a disciplinary suspension shall not have this suspension used against the employee when the employee has gone two (2) years without receiving any further suspension or written warning.

**1.7 SENIORITY — ARTICLE 7**

**1.7.1 SENIORITY**

- a. "Seniority". for the Purpose of this Agreement. shall mean continuous service with the Company.

### **1.7.2 PROBATIONARY EMPLOYEES**

- a. An employee will be considered to be on probation until the employee has worked for the Company 320 hours. after which time the employee's name shall be placed on the seniority list or lists dated to date of hire
- b. The Union will not question the dismissal of an employee during the employee's probationary period. neither can the employee grieve the employee's dismissal.
- c. Dismissal of a probationary employee will be at the Company's sole discretion.

### **1.7.3 SUMMER STUDENTS**

- a. Students hired during the students' summer vacation period will have no seniority rights whatsoever and may be terminated at any time at the Company's sole discretion without resort to the grievance procedure. The Company shall make known to the Union the status of summer students on date of hire.
- b. Subject to this provision, students hired during the students' summer vacation will enjoy all other rights and obligations covered by this Collective Agreement. with the exception of those outlined in Schedule "D" and Article 10.
- c. Summer students wage rate will be seven dollars and fifty cents (\$7.50) per hour.
- d. Summer students are limited to a maximum of sixteen (16) weeks of work each calendar year commencing upon date of hire, provided, that no summer student will be permitted to work beyond Labour Day.

### **1.7.4 LOSS OF SENIORITY**

- a. An employee shall lose all seniority rights and employment status and shall be removed from the Company's active employee records for any of the following reasons:
  1. If the employee voluntarily quits employment with the Company,
  2. If the employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure herein.

3. If an employee who is recalled to work after a lay-off fails to notify the Company within three (3) working days that the employee accepts the recall, or fails to return to work, or to furnish a satisfactory reason for not doing so within seven (7) working days after notice of recall has been sent by registered mail to the last address of the employee on the files in the employment office.
4. If the employee overstays a permitted leave of absence without securing extension of such leave of absence from the Company unless the employee has a reason satisfactory to the Company.
5. If the employee is absent from the employee's duties for more than three (3) working days and fails to inform the Company of the reason for absence unless the employee has a reason satisfactory to the Company.
6. In the event of a non-employment by the Company of an employee for a period of nine (9) months for those employees with less than twelve (12) months of seniority, and fifteen (15) months for those employees with more than twelve (12) months of seniority.
7. Employees not actively employed by the Company for reasons of illness or accident that are not work related or who are receiving Workers' Compensation payments for illness or accident that was initiated while employed with the Company will not be terminated until eighteen (18) months following last day of work.
8. If the employee elects to receive severance pay pursuant to Article 17(h).

#### **1.7.5 SENIORITY LISTS**

- a. An up to date seniority list will be posted quarterly at a central location. Copies of the lists will be given to the Union.
- b. Where two (2) or more employees have the same seniority date, their names will be placed on the seniority list in order of processing by the Human Resources Department on the day of hiring.
- c. The employee at the head of the list on the employee's date of hire shall be deemed to possess the highest seniority of employees hired on that date.



#### 1.7.6 LAY-OFF AND RECALL

- a. In the event of a cut-back or lay-off, probationary employees in affected classifications will be laid off prior to any employee with seniority in affected classifications being cut-back, bumped or laid-off.
- b. Employees affected by any cut-backs, bumping, or lay-offs will be cut-back, bumped or laid-off in inverse order of seniority and recalled in order of seniority with the following provisos:—
  1. The employee may accept lay-off rather than exercise bumping rights.
  2. An employee electing bumping rights must displace the employee holding least seniority in the highest paid of the following classifications: General Help, Count Inserter, Machine Operator, Building Maintenance Labourer, Porter, Ampag Operator and Order Picker.
  3. To bump employees in classifications other than those in (2) above the employee must show fitness and ability to perform the normal duties required of the classification and must displace the employee holding the least seniority in the highest paid classification for which the employee has the fitness and ability to perform.
  4. Employees electing lay-off rather than exercising their bumping rights may only be recalled to the classification occupied at time of lay-off. An employee electing this **option** will be informed, in writing, at the time of electing this option that he/she will lose seniority rights and employment status should the employee not be recalled within the time limits specified in clause 7.4.
  5. Employees not actively at work at the time of a lay-off will be subject to the lay-off and bumping procedures.
- c. The Company, however, has the right to maintain at all times crews that are fully capable of performing jobs required.
- d. An employee cut back or bumped from a classification but who is not laid-off as a result of that cut back or bump, will retain recall rights to that classification until such time the employee is successfully awarded a job in another classification through the job posting procedure, subject, of course, to clause 7.4.

#### 1.7.7 ANNUAL INVENTORY

- a. Once each Collective Agreement year, when the Company is

taking its annual inventory, the Company may lay-off employees regardless of seniority for a maximum of two days.

- b. The Company agrees that the initial counting of inventory will be performed by qualified members of the bargaining unit.
- c. The foregoing, however, will not prevent non-bargaining unit people from participating in the inventory.

**1.7.8 TRANSFERS OUT OF BARGAINING UNIT**

- a. An employee transferred by the Company to a position outside the Bargaining Unit shall maintain the seniority held at the time of transfer for a period of twelve (12) months for the purpose of transferring back into Bargaining Unit at the employee's original permanent position.
- b. An employee elected, or appointed, to a full time Union position within the Canadian Paperworkers Union shall maintain the seniority held at the time of leaving the Company to take up the position for a period of twelve (12) months for the purpose of transferring back into the Bargaining Unit to the position held at the time of leaving the Bargaining Unit.

**1.7.9 DEMOTIONS**

- a. The Company agrees that it will not demote employees from classifications in which it considers employees are improperly classified without prior discussion with the Union.
- b. The intent of these discussions will be an attempt to find a mutually satisfactory manner in which to handle the situation.

**1.8 GRIEVANCES — ARTICLE 8**

**1.8.1 ADJUSTMENT OF GRIEVANCES**

- a. The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

**1.8.2 TIMELINESS OF GRIEVANCE**

- a. Unless agreed to by both the Company and the Union, no grievance shall be presented the alleged circumstances of which originated or occurred, or should have come to the attention of the employee concerned, more than five (5) working days prior to its original presentation in writing at Step 1.

### 1.8.3 CONTENT OF GRIEVANCE

- a. A Grievance shall consist of a dispute concerning interpretation and/or application of any Article, Schedule or Clause in this agreement.
- b. An employee who has a routine question regarding working conditions, rate of pay, questions regarding monetary benefits and other like matters that on the surface would not appear to be a dispute, but rather an error or miscalculation, would not require the presence of a Steward.
- c. However, a grievance regarding the interpretation and/or application of any Article, Schedule or Clause of the Collective Agreement requires the presence of a Local Union Representative.

### 1.8.4 GRIEVANCE PROCEDURE

Should a grievance arise it shall be handled as follows:

#### STEP 1

- a. If an employee, or group of employees, has a grievance the employee shall first discuss the grievance with the employee's immediate Supervisor and Steward. If the grievance cannot be settled as a result of this discussion, then it may be dealt with as follows:
- b. The Steward shall present to the Supervisor a written summary of the grievance signed by the employee.
- c. The Supervisor shall give a decision, in writing, to the Steward within two (2) regular working days.

#### STEP 2

- d. If the Supervisor does not settle the grievance to the satisfaction of the employee, the Chief Steward may process the grievance to the Personnel Administrator within three (3) regular working days of receiving an unsatisfactory answer from the supervisor.
- e. The Personnel Administrator, along with the Plant Superintendent, will meet with the employee and the Chief Steward within three (3) regular working days of receiving the grievance and will give a decision in writing within two (2) regular working days following the meeting.

#### STEP 3

- f. If the grievance remains unsettled, it may be processed to the Human Resources Manager within five (5) regular working days

after receipt of the grievance by the Chief Steward from the Personnel Administrator.

- g. If a grievance is processed to this stage, the Union and the Company will set a mutually satisfactory date on which to hear the dispute at a meeting between the Union Grievance Committee and the Management Committee.
- h. The Company will render its decision in writing within seven (7) regular working days following the meeting.

#### **1.8.5 DISCHARGE GRIEVANCES**

- a. A claim by an employee, with seniority, that the employee has been unjustly discharged **will** be treated as a grievance provided that the employee files a written grievance with the Human Resources Manager within five (5) regular working days of the employee's discharge.
- b. A Discharge Grievance will be processed starting at Step 3 of the grievance procedure.

#### **1.8.6 COMPANY GRIEVANCES**

- a. A Company Grievance may be taken up with the Union starting at Step 3 of Section 8.4.
- b. In all cases the Union decision regarding same will be given in writing and, failing satisfactory settlement, the grievance may be subject to the arbitration procedure.

#### **1.8.7 UNION POLICY GRIEVANCES**

- a. A Union Grievance may be similarly taken up with the Company starting at Step 3 of Section 1.8.4 on matters of a general nature relating to the application, administration or interpretation of the Collective Agreement, provided such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees pursuant to the provisions of Section 1.8.4 and Section 1.8.5 herein.
- b. The Company's decision in such cases shall be given in writing and, failing satisfactory settlement, the grievance may be subject to the arbitration procedure.

#### **1.8.8 ATTENDANCE AT 3RD STAGE MEETINGS**

- a. A Staff representative of the Union may be present at Step 3 of

the grievance procedure or at any Company/Union meetings at the request of either party.

**1.8.9 TIME LIMITS**

- a. The time limits specified herein may be extended by mutual agreement.

**1.9 ARBITRATION PROCEDURE — ARTICLE 9**

**1.9.1 NOTIFICATION**

- a. If a grievance remains unsettled following any of the procedures set forth in Article 8. It may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing to that effect not more than twenty (20) working days after the date of decision rendered at Step 3 of the grievance procedure

**1.9.2 PROCEDURE FOR SELECTION OF BOARD**

- a. When either the Company or the Union request that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this agreement. and shall at the same time nominate an Arbitrator.
- b. Within five (5) working days thereafter the other party shall nominate an Arbitrator.
- c. The two Arbitrators so nominated shall choose a third Arbitrator who will act as Chairman of the Board.
- d. If within five (5) working days they fail to agree upon an impartial Arbitrator such impartial Arbitrator shall, at the request of either of the nominated Arbitrators, be appointed by the Ministry of Labour for the Province of Ontario.

**1.9.3 POWERS OF CHAIRMAN**

- a. Should the three (3) person Board of Arbitration not arrive at a majority decision, the decision of the Chairman shall become the decision of the Board. and the decision of the Board shall be final and binding on both the Company and the Union.

**1.9.4 POWER OF BOARD**

- a. The Board of Arbitration shall not have any power to alter or

change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this agreement,

- b. In cases involving discharge or suspension, however, the board may uphold the Company's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with full compensation for time lost, or may issue such other decision within these limits which, in the Board's opinion, is just and equitable in the circumstances.

#### **1.9.5 COSTS OF ARBITRATION**

- a. Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly and equally bear the expenses of the Chairman of the Arbitration Board.

#### **1.9.6 TIME LIMITS**

- a. The time limits specified herein may be extended by mutual agreement.

### **1.10 JOB POSTING -- ARTICLE 10**

#### **1.10.1 CONTENTS OF NOTICE**

- a. When a permanent vacancy occurs the Company shall post on a bulletin board in the Plant, a notice indicating the title of the vacant job, the department in which the vacancy occurs and the qualifications essential to be selected for the vacancy.

#### **1.10.2 POSTING TIME PERIODS**

- a. Job postings shall be placed on the notice board for a period of two (2) regular working days.
- b. Any posted job which has not been filled within fifteen (15) regular working days shall be reposted.

#### **1.10.3 TEMPORARY APPOINTMENTS**

- a. During the job posting time periods, the Company shall have the right to make temporary appointments without penalty.
- b. Such temporary appointment shall not count as experience in the consideration of a selection.

#### **1.10.4 QUALIFICATIONS FOR ACCEPTANCE**

- a. In selecting an employee for permanent appointment, the Company shall take into consideration skill, seniority and ability. When the skill and ability of two or more applicants are relatively equal, seniority will govern.
- b. In the event no qualified applications are received, the Company will consider employees who are prevented by Clause 10.7 from applying for the position, or may hire to fill the opening.
- c. Students employed during the summer vacation period are not eligible to apply for posted jobs.

#### **1.10.5 SUCCESSFUL APPLICANTS**

- a. Names of successful applicants for a vacant job will be posted on the Job Posting Bulletin Board.
- b. Unsuccessful applicants may apply to the Personnel Office to request the reason for not being selected for the vacancy.
- c. Successful applicants on a job posting will be moved to their new position within a reasonable period of time.
- d. Should any long delay occur in transferring a successful job posting applicant, the Union may bring the matter up for discussion at a Union Management meeting.
- e. Any employee accepted on a job posting will be credited with any service previously spent, since last date of hire, in the job award.
- f.
  1. Employees in a twelve (12) month classification accepted to a higher paid twelve (12) month or six (6) month classification will retain their rate of pay or receive the start rate of the new classification whichever is higher. Upon completion of twelve (12) months in a twelve (12) month classification or six (6) months in a six (6) month classification the employee will receive the job rate of the classification.
  2. Employees in a twelve (12) month or six (6) month classification accepted into a twenty-seven (27) month classification will either start at the six (6) month rate of pay or retain their current rate of pay whichever is higher, provided the employee has completed a minimum of six (6) months of service with the Company.
  3. Employees in a twenty-seven (27) month classification accepted into another twenty-seven (27) month classification will main-

tain their rate of pay

4. Class "A" Adjusters or Operators in those classifications requiring a twenty-seven (27) month training period accepted on a job posting for a Ruling Equipment Adjuster Trainee or Envelope Fold Adjuster Trainee will move to the position in the new classification as follows:

	RULE MACHINE	ENVELOPE FOLD
File Fold Equipment Adj.	24 months	24 months
Bookbinding Equip. Adj.	24 months	12 months
Padding Equip. Adj.	24 months	12 months
Spiral Bind Equip. Adj.	24 months	12 months
Wrapping Equip. Adj.	12 months	24 months
Die Press Operator	12 months	12 months
Guillotine Operator	12 months	12 months
Sheeter Operator	24 months	12 months

However, employees moved under this section will not have their rate of pay reduced when moved to the new classification.

5. Employees accepted into a forty-eight (48) month classification from another forty-eight (48) month classification will have their rate of pay decided by mutual agreement between the Company and the Union.
6. Employees accepted on a job posting to a lower paid classification will move to the eighteen (18) month rate of a twenty-seven (27) month classification, and to the twelve (12) month rate of a twelve (12) month classification.

#### 1.10.6 TRIAL PERIOD

- a. Successful applicants will be on trial for a period not to exceed sixty (60) days at work, after which time they will be confirmed in their new position.
- b. Any employees who prove to be unsatisfactory during their trial period or ask to be returned to their former classification during their trial period will be returned to their former classification and department at their former rate of pay, as will others who were transferred or promoted by reason of the employee's successful application
- c. An employee returned to a former classification under this Clause is subject to the seniority and transfer provisions of the Collective Agreement.



**1.10.7 RESTRICTIONS ON SUCCESSFUL APPLICANTS**

- a. Employees accepted on a job posting cannot apply for another posted job until completion of six months in the job awarded, with the exception of those employees accepted into a job classification with a twelve (12) month job rate. in which case the waiting period shall be sixty (60) days.
- b. An employee who is returned from a job posting to the employee's former classification cannot apply for another posted job until completion of sixty (60) working days after date of return to the employee's former classification.

**1.10.8 CHANGES IN JOB POSTINGS**

- a. The Company before posting a job opening that has not previously been posted will discuss with the Union the qualifications essential for selection.
- b. Any changes in original qualification requirements will first be discussed with the Union before being posted.
- c. The Union shall also maintain the right to initiate discussion on qualification requirements.
- d. If a new job is established, or an existing job is significantly changed, during the life of this Collective Agreement the Company shall meet with the Union to mutually discuss the classification, qualifications and hourly rate of pay.

**1.11 BULLETIN BOARDS — ARTICLE 11**

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

**1.12 SAFETY AND HEALTH — ARTICLE 12**

**1.12.1 COMPANY'S RESPONSIBILITIES**

- a. The Company will make reasonable provision for the safety and health of its employees during the hours of their employment.
- b. Such protective devices as the Company requires to be worn and other equipment which, in the opinion of the Company, is neces-

sary to protect the employee from injury, shall be provided by the Company.

#### **1.12.2 SAFETY COMMITTEE**

- a. In order to assist in the work of the Company Safety Officer a Safety Committee composed of four (4) persons will be set up, two (2) appointed from the Union and two (2) appointed from the Company.
- b. The Committee and the Safety Officer will meet monthly with Management Representatives and at such other times as may be necessary.

#### **1.12.3 INVESTIGATION OF ACCIDENTS**

- a. In the event of a coinplaint involving the safety of members of the Local Union, a Union Safety Representative or alternate will be allowed to investigate the complaint with the Safety Officer.
- b. When the Safety Officer investigates an accident, one of the Union appointed members of the Safety Committee will be in attendance.
- c. Copies of the Safety Officer's report of the accident will be provided to all members of the Safety Committee.

#### **1.12.4 COST OF SAFETY EQUIPMENT**

- a. The Company will pay fifty per cent (50%) of the cost of safety shoes of a type normally worn by an employee outside Company employment.
- b. Employees will be limited to one (1) pair of Safety shoes per calendar year with the exception of the Ruling, Building Maintenance, Warehouse and Maintenance Machinist classifications who will be limited to two (2) pair per calendar year.
- c. Safety footwear must be purchased through a Company approved source.
- c. The Company will pay the full cost of the difference between standard lenses and safety lenses for prescription glasses.

#### **1.12.5 UNSAFE EQUIPMENT**

- a. No employee will be disciplined for refusal to use any equipment which, in the opinion of the Safety Committee, is not in safe operating order.

**1.13 TEMPORARY TRANSFERS — ARTICLE 13**

**1.13.1 TEMPORARY TRANSFERS**

- a. When an employee is transferred temporarily the employee shall be paid at the rate of the job to which the employee is transferred or the employee's own occupational rate, whichever is greater. except that no change in rate shall be made if the transfer is for less than two (2) hours.
- b. When a temporary transfer, from one classification to another exceeds twenty (20) working days the Company will, upon request, discuss with the Union the reasons why the temporary transfer should continue.
- c. When a temporary transfer occurs from a lower classification to a higher classification, the employee in the lower classification with the most seniority will be the employee transferred subject to 1.13.3 below.
- d. When a temporary transfer out of seniority occurs between permanent shifts the temporary transfer shall be limited to twenty (20) working days. Such temporary transfers shall only be made when the employee who should have been transferred, according to seniority, cannot perform the duties required on the shift to which the employee would be transferred

**1.13.2 MAINTENANCE OF CREWS**

- a. The Company however, has the right to maintain at all times crews that are fully capable of performing the jobs required.

**1.14 LEAVE OF ABSENCE — ARTICLE 14**

- a. Leave of Absence without pay for legitimate personal reasons may, at the discretion of management, be granted without loss of seniority, provided that an application is made in writing.

**1.15 BEREAVEMENT LEAVE — ARTICLE 15**

**1.15.1 ATTENDANCE AT FUNERAL**

- a. When death occurs to an employee's spouse or child, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time

base rate for up to, but not exceeding, five (5) consecutive scheduled working days lost in the seven (7) day period beginning with the date of death.

- b. When death occurs to an employee's mother or father, brother or sister, mother-in-law or father-in-law, the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time base rate for up to, but not exceeding, three (3) consecutive scheduled working days lost in the six (6) day period beginning with the date of death.
- c. When death occurs to an employee's grandmother or grandfather, or grandchildren the Company will grant the employee, if the employee has completed the required probationary period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time base rate for two (2) scheduled working days lost in the five (5) day period beginning with the date of death.
- d. When death occurs to an employee's brother-in-law, or sister-in-law the Company will grant the employee, if the employee has completed the required probational-). period, a leave of absence with pay (retroactive if justified) at the employee's regular straight time base rate for one (1) scheduled working day lost in the five (5) day period beginning with the date of death.
- e. Should a death occur to a relative listed in this Article while the employee is on vacation, and the employee attends the funeral, the employee will be allowed the applicable time off with pay as provided by (a), (b), and (c) above. The time off will be at a date mutually satisfactory to the employee and the employee's supervisor.

#### **1.15.2 NON-ATTENDANCE AT FUNERAL**

- a. Should an employee be unable to attend the funeral of a relative listed in this Article the employee will be granted one (1) day off with pay provided the day off is taken within the applicable time periods stated in (a), (b), and (c) above.
- b. Should a death occur to a relative listed in this Article while the employee is on vacation and the employee does not attend

the funeral. the employee will receive (1) day off with pay at a date mutually satisfactory to the employee and the employee's supervisor.

**1.16 LEAVE FOR JURY OR SUBPOENAED WITNESS DUTY — ARTICLE 16**

- a. The Company shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or Subpoenaed Witness in any Court.
- b. The Company shall pay such employee the difference between the employee's normal earnings and the payment the employee received for Jury service or Subpoenaed Witness service, excluding payment for travelling, meals or other expenses.
- c. The employee will present proof of services and attendance and the amount of pay and expenses received.
- d. Employees who are required to serve as Jurors or as a Subpoenaed Witness during the day will not be required to work on an afternoon shift after serving on a Jury or as a Subpoenaed Witness, neither would they be required to work on a midnight shift prior to serving on a Jury or as a Subpoenaed Witness.

**1.17 AUTOMATION AND TECHNOLOGICAL CHANGE — ARTICLE 17**

- a. The Company will advise the Union, as soon as possible, and in any case not less than sixty (60) days before the introduction thereof of any major new equipment installation or change in existing equipment which will result in significant changes in the employment status of employees.
- b. The Company agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect on employees displaced by such changes. Such measures as early retirement, retraining and transfers to other existing jobs will be considered.
- c. In the application of this Article, clause 7.6 and 7.8 of Article 7 shall be used as a means of lessening the adverse effects on employees laid-off or transferred as a result of automation.
- d. Furthermore, in the application of Clause 10.4 (a) of Article 10 employees displaced by automation shall be deemed to have

the highest seniority of all applicants when applying for a job posting. In the event that more than one displaced employee applies for a given job posting the one with the highest plant seniority shall be considered the one with the greatest seniority. This provision can be used by a displaced employee for only one successful job posting.

- e. An employee with one (1) year's continuous employment who is demoted to a lower paid job because of changes covered in the previous paragraphs, will receive the rate of pay for the employee's permanent job at the time of demotion for a period of six (6) months.
- f. After the period of six (6) months in (a) above, an adjusted rate of pay will be established for a further six (6) months. This adjusted rate of pay will be mid-way between the employee's rate of pay at time of demotion and the rate of pay for the employee's new job.
- g. At the end of the above twelve (12) month period, the rate of pay for the employee's new job will apply
- h. Employees laid off as a result of Automation or Technological change shall receive a severance allowance of one (1) week's pay for each full year of service to a maximum of twenty-six (26) week's pay. The calculation of a weeks' severance pay shall be forty (40) times the employee's highest classified rate of pay during the twelve (12) month period immediately prior to layoff. To receive such severance pay an employee must forego all rights he/she would otherwise have to be recalled to active employment with the Company. Any such severance payments are inclusive of any applicable legislated severance pay provisions. Finally, this Article 17(h) does not apply to employees electing to be laid off pursuant to Article 7.6(b)(4).

**1.18 PLANT RULES — ARTICLE 18**

- a. The plant rules as posted on Company bulletin boards as of January 1st, of the year of signing this Collective Agreement, and supplied to the Union Executive, will remain in effect during the life of this Collective Agreement.
- b. The Company will discuss any changes, or additions, to these rules with the Union prior to their implementation.

**1.19 SEVERANCE ALLOWANCE — ARTICLE 19**

- a. Should the Company decide to permanently close the Plant, and thereby terminate the service of employees, such employees who are terminated will be entitled to severance allowance, subject to the provisions of this Article.
- b. An employee must have at least one year of continuous service with the Company to be eligible for any severance allowance.
- c. The following table specifies the amount of severance pay an eligible employee will receive:  
Full Years Continuous Service  

Company Service	Total Weeks of Severance Pay
0 But under 1 year	None
1 But under 5 years	4
5 But under 7 years	6
7 But under 10 years	8
10 or more years	10
- d. A week's severance allowance shall be forty (40) times the employee's regular hourly rate of pay at time of employee's termination
- e. Acceptance of severance pay by the employee will terminate his status as an employee.
- f. The amounts shown in Clause (c) are inclusive of any Government legislation covering Plant closings.

**1.20 SCHEDULES — ARTICLE 20**

The following schedules are included herein and form part of the agreement:

- Schedule "A" Wage Schedule.
- Schedule "B" Shift Premiums, Lead Hands, Call-In Pay, Reporting Pay, Meal Allowance, Coveralls, Beil P.500 and P.581
- Schedule "C" Hours of Work, Overtime, Steady Shifts, Shift Schedules
- Schedule "D" Medical, Hospital, Group Life Insurance, Weekly Indemnity Insurance, Physician's Charges, Pension, Drug and Dental Plans.
- Schedule "E" Vacations.
- Schedule "F" Paid Holidays.
- Schedule "G" Job Classifications.
- Schedule "H" Letters of Intent.

1,21

DURATION OF AGREEMENT -- ARTICLE 21

- a. This Agreement shall be effective from January 1st, 1988 and shall remain in force until December 31st, 1990 inclusive and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect without change from year to year hereafter until terminated in the manner hereinafter provided.
- b. Notice that amendments are required, or that either party intends to terminate the Agreement shall be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date, or anniversary date in the event of any subsequent yearly extension as provided above.
- c. If notice of amendment or of termination is given by either party the other party agrees to meet within fifteen (15) days after receipt of such notice for the purpose of negotiations, or within such further periods as the parties agree upon after receipt of such notice for the purpose of negotiations.

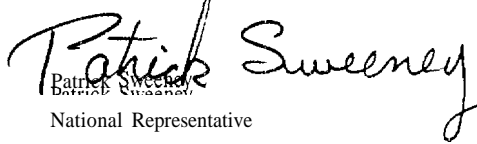
DATED AT TORONTO, ONTARIO THIS SEVENTEENTH DAY OF JUNE 1988.

FOR THE COMPANY:



Donald G. Archer,  
Manager -- Human Resources

FOR THE NATIONAL UNION:



Patricia Sweeney  
National Representative



FOR LOCAL 1144:

*Carlo Summaria*      *Lewis (Scotty) Muir*

Carlo Summaria

Lewis (Scotty) Muir  
Vice-president

President  
Vince Morrone  
Recording Secretary

*Vince Morrone*

*Steve Broadfield*

Steve Broadfield  
Financial Secretary



**1.22 SCHEDULES**

- A. WAGE SCHEDULES**
- B. SHIFT PREMIUMS, LEAD HANDS, CALL-IN PAY, REPORTING PAY, MEAL ALLOWANCE, COVERALLS, P500 AND P581**
- C. HOURS OF WORK, OVERTIME, STEADY SHIFTS, SHIFT SCHEDULES**
- D. MEDICAL, HOSPITAL, LIFE, WEEKLY INDEMNITY, PHYSICIAN'S CHARGES, PENSION, DRUG AND DENTAL PLANS**
- E. VACATIONS**
- F. PAID HOLIDAYS**
- G. JOB CLASSIFICATIONS**
- H. LETTERS OF INTENT**

**23.0 SCHEDULE "A" WAGE SCHEDULE**

**1. Wage rates effective January 1, 1988**

Classification Rates of Pay	Start	At 3	At 6	At 12	At 18	At 24	At 27	At 36	At 48
		Months	Months	Months	Months	Months	Months	Months	Months
General Help	\$ 9.84			\$11.54					
Count-Insertor	9.84			12.12					
Machine Operator	9.84			12.12					
Board & Cloth Machine Operator	10.28		\$12.41						
Envelope Fold Machine Operator	10.28		12.41						
Collating Machine Adj.-Operator	10.54		12.79						
Building Maintenance Labourer	10.54		12.79						
Porter	10.67		12.79						
Ampag Operator	10.67		13.20						
Baler Operator	10.61		13.20						
Order Picker	10.61		13.20						
Receiver	10.61		13.20						
Warehouseman	10.61		13.20						
Hoist Truck Operator	10.61		13.20						
Clamp Truck Operator	10.78		13.57						
Punching Equip. Operator	10.78		13.57						
Slitter Rewind Equip. Operator	10.78		13.57						
Stake Truck Driver	11.13		13.57						



**2. Wage rates effective July 1, 1988**

Classification Rates of Pay	Start	At 3	At 6	At 12	At 18	At 24	At 27	At 36	At 48
		Months	Months	Months	Months	Months	Months	Months	Months
General Help	\$ 9.94			\$11.66					
Count-Insertor	9.94			12.24					
Machine Operator	9.94			12.24					
Board & Cloth Machine Operator	10.38		\$12.53						
Envelope Fold Machine Operator	10.38		12.53						
Collating Machine Adj.-Operator	10.65		12.92						
Building Maintenance Labourer	10.65		12.92						
Porter	10.78		12.92						
Ampag Operator	10.78		13.33						
Baler Operator	10.72		13.33						
Order Picker	10.72		13.33						
Receiver	10.72		13.33						
Warehouseman	10.72		13.33						
Hoist Truck Operator	10.72		13.33						
Clamp Truck Operator	10.89		13.71						
Punching Equip. Operator	10.89		13.71						
Slitter Rewind Equip. Operator	10.89		13.71						
Stake Truck Driver	11.24		13.71						



**3. Wage Rates effective January 1, 1989**

Classification Rates of Pay	Start	At 3	At 6	At 12	At 18	At 24	At 27	At 36	At 48
		Months	Months	Months	Months	Months	Months	Months	Months
General Help	\$ 10.34			\$12.13					
Count-Insertor	10.34			12.73					
Machine Operator	10.34			12.73					
Board & Cloth Machine Operator	10.80		\$13.03						
Envelope Fold Machine Operator	10.80		13.03						
Collating Machine Adj.-Operator	11.08		13.44						
Building Maintenance Labourer	11.08		13.44						
Porter	11.21		13.44						
Ampag Operator	11.21		13.86						
Baler Operator	11.15		13.86						
Order Picker	11.15		13.86						
Receiver	11.15		13.86						
Warehouseman	11.15		13.86						
Hoist Truck Operator	11.15		13.86						
Clamp Truck Operator	11.33		14.26						
Punching Equip. Operator	11.33		14.26						
Slitter Rewind Equip. Operator	11.33		14.26						
Stake Truck Driver	11.69		14.26						





**4. Wage Rates effective January 1, 1990**

<b>Classification Rates of Pay</b>	<b>Start</b>	<b>At 3</b>	<b>At 6</b>	<b>At 12</b>	<b>At 18</b>	<b>At 24</b>	<b>At 27</b>	<b>At 36</b>	<b>At 48</b>
	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>	<b>Months</b>
General Help	\$ 10.75			\$12.62					
Count-Inserter	10.75			13.24					
Machine Operator	10.75			13.24					
Board & Cloth Machine Operator	11.23		\$13.55						
Envelope Fold Machine Operator	11.23		13.55						
Collating Machine Adj.-Operator	<del>11.52</del>		13.98						
Building Maintenance Labourer	11.52		13.98						
Porter	11.66		13.98						
Ampag Operator	11.66		14.41						
Baler Operator	11.60		14.41						
Order Picker	1.60		14.41						
Receiver	1.60		14.41						
Warehouseman	1.60		14.41						
Hoist Truck Operator	1.60		14.41						
Clamp Truck Operator	1.78		14.83						
Punching Equip. Operator	1.78		14.83						
Slitter Rewind Equip. Operator	1.78		14.83						
Stake Truck Driver	2.16		14.83						

		At 3	At 6	At 12	At 18	At 24	At 27	At 36	At 48
Classification	Rates of Pay	Start	Months	Months	Months	Months	Months	Months	Months
File Fold Equip. Adj. Oper.		\$13.80		\$14.24		\$14.98		\$15.80	
Bookbinding Equip. Adj. Set-up		13.80		14.24		14.98		15.80	
Padding Equip. Adj. Set-up		13.80		14.24		14.98		15.80	
Spiral Binding Equip. Adj. Set-up		13.80		14.24		14.98		15.80	
Wrapping Equip. Adj. Operator		13.80		14.24		14.98		15.80	
Die Press Operator		13.80		14.24		14.98		15.80	
Guillotine Operator		13.80		14.24		14.98		15.80	
Sheeter Operator		13.80		14.24		14.98		15.80	

5.

		At 3	At 6	At 12	At 18	At 24	At 27	At 36	At 48
Classification	Rates of Pay	Start	Months	Months	Months	Months	Months	Months	Months
Ruling Equip. Adj. Operator		\$13.83		\$14.66		\$15.30		\$15.92	\$17.25
Envelope Fold Equip. Adj. Set-up		13.83		14.66		15.30		15.92	17.25
Electrician Industrial		14.51		15.59		16.26		16.94	18.20
Machinist Maintenance		14.51		15.59		16.26		16.94	18.20
Machinist		18.20							
Stationary Engineer		18.20							
Electrician-Electronics		19.02							

1.24 SCHEDULE "B"

SHIFT PREMIUMS, LEAD HANDS,  
CALL-IN PAY, REPORTING PAY, MEAL ALLOWANCE,  
COVERALLS, BEIL P.500 AND P.581

1.24.1 SHIFT PREMIUMS

- a. A shift differential of thirty-five cents (35¢) on the second and forty cents (40¢) on the third shift shall be paid to employees on shift work.
- b. Shift differentials will be shown separately on all rate schedules.
- c. No overtime in any case, will be paid on adjustments based on a percentage of rates, these shift differentials will be excluded before percentage is applied.

1.24.2 HOURS FOR WHICH SHIFT PREMIUMS ARE TO BE  
RAID

1) 1st Shift

- No shift premium for hours worked before 7:00 a.m
- No shift premium for hours worked between 7:00 a.m. and 3:00 p.m.
- No shift premium for hours worked after 3:00 p.m.

2) 2nd Shift

- Effective April 9, 1988 \$0.40 shift premium for hours worked before 3:00 p.m.
- \$0.40 shift premium for hours worked between 3:00 p.m. and 11:00 p.m.
- \$0.40 shift premium for hours worked after 11:00 p.m
- Effective January 1st.. 1990 this premium will be increased to \$0.45.

3) 3rd Shift

- Effective April 9, 1988
- \$0.45 shift premium for hours worked before 11:00 p.m.
- \$0.45 shift premium ~~for~~ hours worked between 11:00 p.m. and 7:00 a.m.
- \$0.45 shift premium for hours worked after 7:00 a.m.
- Effective January 1st., 1989 this premium will be increased to \$0.50 and effective January 1st., 1990 will be increased to \$0.55.

4) Stake Truck Drivers.

- No shift premium for hours worked before 7:30 a.m.
- No shift premium for hours worked between 7:30 a.m and 4:00 p.m.
- No shift premium for hours worked after 4:00 p.m.

**1.24.3 LEAD HANDS**

- a. When an employee is designated by the Company to be a Lead Hand the employee shall receive \$0.35 per hour in addition to the employee's regular rate. Effective July 1, 1985, this will be increased to \$0.50.
- b. When such determinations are being made the Company will take into consideration length of continuous service of the employee in the department affected.
- c. Lead Hand rates shall be incorporated into the employee's regular hourly rate for Overtime. Paid Holidays and Vacations.
- d. In addition to performing the regular duties of his/her classification, a Lead Hand, under the authority of his/her Supervisor, guides and directs the activity of a number of employees. The Lead Hand co-ordinates the flow of supplies, the exchange of information and the maintenance of equipment and machines. Assists supervision in all respects of employee training, safety, housekeeping and the efficient use of machines, equipment and materials. The foregoing cannot be construed in such a manner as to place the managerial prerogative to discipline within the scope of a Lead Hand's duties or remove from existing classifications the duties calling for instruction and productive efficiency.

**1.24.4 CALL-IN PAY**

- a. An employee, who has already left the premises of the Company after the completion of the employee's shift and is called in for emergency work, shall receive the minimum of four (4) hours pay at the employee's regular hourly rate of pay or the applicable over-time rate as outlined in Schedule C, Article 2.

**1.24.5 REPORTING PAY**

- a. An employee reporting for work, unless previously notified not to report, shall receive a minimum of four (4) hours' work at alternative work at the employee's regular hourly rate.

- b. This will not apply if the reason for not providing work to the employee is beyond the Company's control for such reasons as fire, flood, storm or failure of utilities and in such instances a reasonable effort will be made to notify employees in advance of their reporting time.

**1.24.6 MEAL ALLOWANCE**

- a. Employees who work more than two (2) hours beyond the end of their shift and were not notified they would be required to do so on their previous shift will receive \$4.50 compensation from the Company, effective April 9, 1988. This will be increased to \$5.25 effective January 1st, 1989, and to \$5.50 effective January 1st., 1990.

**1.24.7 COVERALLS**

- a. Coveralls will be provided by the Company to all employees in the Manufacturing area.
- b. The laundering of such coveralls will be paid by the company.

**1.24.8 BEIL P.500 AND P.581**

- a. When a Class "A" Ruling Equipment Adjuster Operator is operating the Beil P.500 or P.581 as the sole operator the employee shall receive a thirty-five cent (35¢) premium in addition to their rate, including shift premium when applicable
- b. This premium shall also apply to normal servicing of the Beil P.500 and P.581.

**1.25.0 SCHEDULE "C"**

**HOURS OF WORK, OVERTIME,  
STEADY SHIFTS, SHIFT SCHEDULES**

**1.25.1 HOURS OF WORK**

- a. The normal work week for employees shall be five (5) days and a total of forty (40) hours.
- b. The regular hours of work for all employees shall be eight (8) hours per day, Monday to Friday inclusive.
- c. The regular work shift shall be eight (8) hours per day as follows:

- 1st Shift 7:00 a.m. to 3:00 p.m.
- 2nd Shift 3:00 p.m. to 11:00 p.m.
- 3rd Shift 11:00 p.m. to 7:00 a.m.

- d. A twenty (20) minute paid lunch break will be taken during each shift.
- e. An exception to the above shall be the Stake Truck Drivers whose regular hours of work shall be 7:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch period.
- f. A paid relief period of ten (10) minutes will be allowed during the first half shift. Stake Truck Drivers will in addition be allowed a ten (10) minute break during the second half shift.
- g. The above hours of work may be changed by mutual agreement between the Company and the Union.
- h. Lateness in reporting for work will be deducted on the following basis:

0 to 2 minutes late	no deduction
3 to 6 minutes late	6 minutes deduction
7 to 11 minutes late	12 minutes deduction
12 to 17 minutes late	18 minutes deduction
18 to 23 minutes late	24 minutes deduction
24 to 29 minutes late	30 minutes deduction
30 to 35 minutes late	36 minutes deduction
36 to 41 minutes late	42 minutes deduction
42 to 47 minutes late	48 minutes deduction
48 to 53 minutes late	54 minutes deduction
54 to 59 minutes late	60 minutes deduction

Persistent lateness may be made the reason for disciplinary action

**1.25.2 OVERTIME**

- a. All employees will be paid one and one half (1 ½) times the employee's regular rate for the first three (3) hours worked in excess of eight (8) hours per day or shift Monday to Friday inclusive and for the first three (3) hours worked on Saturday and double (2) the employee's regular rate will be paid for any time worked in excess of eleven (11) hours per day or shift Monday to Friday inclusive. in excess of three (3) hours worked on Saturday and any time worked on Sunday.

- b. Opportunities for overtime work will be distributed as equally as possible among the permanent employees in a department, taking into consideration the qualifications of the employees for the work to be done and the efficient operation of the department.
- c. The Company will endeavour at all times to give as much notice as possible when requesting employees to work overtime.
- d. When an employee accepts to work overtime, the employee will be expected to report at the time specified.

### 1.25.3 STEADY SHIFTS

- a. When a permanent opening occurs on the first shift within a department that has a steady first, second and/or third shift, employees on the steady second shift will be given the choice of moving to the steady first shift.
- b. The employee with the most plant seniority on the steady second shift will be given first choice and then preference will be given in descending order of seniority.
- c. When a permanent opening occurs on the second shift within a department that has a steady first and/or third shift, employees on the steady third shift will be given the choice of moving to the steady second shift.
- d. The employee with the most plant seniority on the steady third shift will be given first choice and then preference will be given in descending order of seniority.
- e. If an employee is to be permanently moved from a steady first shift to a steady second shift, the employee with the least plant seniority will be the employee moved.
- f. However, the Company will consider, by seniority, employees who volunteer to be moved to second or third shifts.
- g. If an employee is to be permanently moved from a steady second shift to a steady third shift, the employee with the least plant seniority will be the employee moved. However, the Company will consider, by seniority, employees who volunteer to be moved to second or third shifts.
- h. The foregoing only applies to permanent moves within the same classification and will not obligate the Company to train or familiarize employees to accommodate their desires to select a shift of their preference. neither will the Company be obligated



to move employees to a shift of their preference. if such a move impedes the operations of the Company.

**1.25.4 SHIFT SCHEDULES**

- a. Schedules for shift workers should be posted no later than the Thursday prior to shift commencement

**1.26.0 SCHEDULE ‘‘D’’**

**SCHEDULE ‘‘D’’  
MEDICAL & HOSPITAL INSURANCE,  
GROUP LIFE INSURANCE PLAN,  
WEEKLY INDEMNITY PLAN,  
PHYSICIAN’S CHARGES, PENSION PLAN,  
DRUG PLAN, DENTAL PLAN  
AND LONG TERM DISABILITY PLAN.**

**1.26.1 MEDICAL & HOSPITAL INSURANCE**

- a. The Company will pay the premiums that will prevail during the term of the collective agreement for the Ontario Health Insurance Commission, Ontario Health Insurance Plan.
- b. The Company will make available to employees, semi-private hospital coverage.
- c. The premiums for semi-private hospital coverage will be paid by the Company.

**1.26.2 GROUP LIFE INSURANCE PLAN**

- a. The Company will make available to employees a Group Life Insurance Plan that would provide for an employee’s designated beneficiary to receive \$19,000 in the event of death by natural causes and \$38,000 in cases of accidental death. This amount will be increased to \$21,000 in the event of death by natural causes and \$42,000 in cases of accidental death effective January 1st.. 1989.
- b. The Company agrees to make Dependant’s Life Insurance Coverage available for an employee’s spouse and family.
- c. Application must be made at the time of eligibility, or within thirty (30) days of marriage.

- d. The amount of coverage for an employee's spouse is \$2,500 and \$1,000 for each child.
- e. The premiums for Group Life Insurance will be paid by the Company.
- f. Retiree Insurance — The Company will make available to employees who retire after April 9th., 1988 a Group Life Insurance Plan that would provide for a retiree's designated beneficiary to receive \$1,000 upon death of the retiree. This amount will increase to \$1,500 effective January 1st., 1989.

**1.26.3 WEEKLY INDEMNITY PLAN**

- a. A Weekly Indemnity Plan will be available to employees.
- b. Benefits will be sixty percent (60%) of the employee's weekly earnings based on forty (40) times the employee's straight time rate, with a maximum benefit of \$350.00 per week effective April 9th., 1988 which will be increased to \$360.00 per week as of January 1st., 1989 and \$370.00 per week effective January 1st., 1990. In no case shall the benefit payable pursuant to this Plan fall below the level required to qualify for the U.I.C. premium rebate referred to in section (d).
- c. The benefits will commence on the first (1st) day in case of a non-compensable accident, and the first (1st) day of admittance to a hospital and the fourth (4th) day of sickness and will be for a period not exceeding twenty-six (26) weeks duration. Effective January 1st., 1990 the benefits will be for a period not exceeding fifteen (15) weeks duration.
- d. The five-twelfths (5/12) rebate of Unemployment Insurance Commission Premiums payable to the employees under Government Legislation will be retained by the Company and applied toward the added benefits included in this agreement.
- e. The Company and Union agree that Weekly Indemnity Insurance claims-control is in the best interest of the employees and the Company.
- f. The premiums for the Weekly Indemnity Plan will be paid by the Company

**1.26.4 LONG TERM DISABILITY**

- a. Effective January 1st., 1990 the Company will pay the premium cost of a Long Term Disability Plan.

**1.26.5 PHYSICIAN'S CHARGES**

- a. The Company will pay up to \$10.00 to cover charges made by a physician for completing a Weekly Indemnity Claim form.

**1.26.6 PENSION PLAN**

- a. The Hilroy Pension Plan in effect during the 1983-84 Collective Agreement will remain in effect for all employees who retire from January 1, 1985 to January 1, 1987 with the following exceptions:
- b. Effective for eligible employees who retire on or after April 13, 1985 the Bridging Supplement will be increased from nine (9) dollars per month of continuous service (maximum 35 years) to sixteen (16) dollars per month of continuous services (maximum 30 years).
- c. For employees who retire on or after January 2, 1987 the annual amount of pension payable will equal 1.65% of Final Average Earnings over an employee's best five years, multiplied by credited services minus an amount equal to one thirty-fifth of C.C.P. benefits times credited service since January 1, 1966.  
(1.65 FAE5 x credited service -  $\frac{1}{35}$  C.P.P. x credited service since January 1, 1966).
- d. Effective January 2, 1987, employees will be required to contribute 5% of earnings, minus C.P.P. contributions, to the Hilroy Pension Plan.
- e. The parties agree that if at any time following the date of signing of the Memorandum of Agreement, the Government(s) take action affecting the level of contributions required to the C.P.P. or the level of benefits provided by these plans, a meeting will be held to discuss adjustments to the formula which would be required in order to maintain the principle of cost-sharing as intended at the date of signing
- f. Employees who retire on or after January 2, 1987 will receive the greater of pension benefits under the prior Plan and pension benefits under the revised Plan

- g. All employees hired after May 1, 1977 must, as a condition of employment, join the Hilroy Pension Plan on the first day of January following attainment of three (3) years of service.

**1.26.7 DRUG PLAN**

- a. The Company will provide a Drug Plan for employees with twenty dollars (\$20.00) deductible for the Family Plan and ten dollars (\$10.00) deductible for the Single Plan.
- b. The premiums for the Drug Plan will be paid by the Company.

**1.26.8 DENTAL PLAN**

- a. The Company will provide a Dental Plan for employees.
- b. This Dental Plan will be the equivalent of the Blue Cross Type Plan #7 with Riders #1, 2 & 3 with fifty percent (50%) co-insurance on Riders 2 & 3.
- c. The Ontario Dental Association Schedule of Fees will be applied as follows:
  - 1986 O.D.A. fees effective — April 9, 1988
  - 1987 O.D.A. fees effective — January 1, 1989
  - 1988 O.D.A. fees effective — January 1, 1990
- d. Costs to employees for the Plan will be limited to one dollar (\$1.00) per month for an employee with single coverage and four dollars (\$4.00) per month for an employee with family coverage.
- e. The Company will pay the balance of the premium costs for the Plan.
- f. Laid-off employees will be covered by the terms of the Plan until the end of the month following the month in which lay-off occurs.
- g. Effective April 9th., 1988 the lifetime maximum for orthodontic services will be increased to \$750 per family member. This amount will be increased to \$1000 effective January 1st, 1989.

**1.26.9 ELIGIBILITY**

- a. Employees will be eligible for Life Insurance, Weekly Indemnity, Long Term Disability and the Drug and Dental Plans after the completion of three months service since last date of hire.

**1.26.10 TERMINATION OF BENEFITS**

a. **TERMINATED EMPLOYEES**

a. Employees terminated for any reason will have all benefits terminated as of date of termination of employment.

b. **LAID-OFF EMPLOYEES**

1. Laid-off employees will have O.H.I.P., Group Life Insurance, and Drug Plan payments paid for until the end of the month in which lay-off occurs and coverage will cease on that date.

2. Weekly indemnity and Long Term Disability coverage ceases on the date of lay-off.

3. Dental Plan benefits will be available until the end of the month following the month in which lay-off occurs.

c. **SICK OR DISABLED EMPLOYEES**

1. Sick or Disabled employees will receive O.H.I.P., Group Life Insurance, Drug and Dental Plan benefits until date of recovery, but up to a maximum of twenty-six (26) weeks from date of disability unless covered by (b) above.

d. **LEAVE OF ABSENCE**

1. Employees on a leave of absence in excess of four (4) weeks will be covered by, and will be required to prepay, the full premiums for all benefit coverage excluding Weekly Indemnity and Long Term Disability.

2. Weekly Indemnity and Long Term Disability benefits will terminate at commencement of leave of absence.

3. Failure to prepay any of the premiums for benefit coverage will result in the termination of benefit coverage as in (2) above.

**1.27 SCHEDULE: "E" VACATIONS**

**1.27.1 VACATION ENTITLEMENT**

a. The Company will grant vacations with pay on the following basis to all employees qualified for same under all of the provisions of this schedule.

b. The vacation year is January 1 to December 31.

c. Vacations must be taken in the applicable vacation year and cannot be accumulated.

- d. Employees with less than one (1) full year of services as of January 1 will be entitled to receive, during the vacation year, one (1) day of vacation for each full month worked from date of hire to December 31 to a maximum of nine (9) days.
- e. Employees with one (1) full year, but less than four (4) full years of continuous services as of January 1st will receive two (2) weeks vacation with pay during the vacation year.
- f. Employees with four (4) full years, but less than nine (9) full years of continuous services as of January 1 will receive three (3) **weeks** vacation with pay during the vacation year.
- g. Employees with nine (9) full years, but less than twenty (20) full years of continuous service as of January 1 will receive four (4) weeks vacation with pay during the vacation year.
- h. Employees with twenty (20) or more years of continuous service as of January 1 will receive five (5) weeks vacation with pay during the vacation year.
- i. Employees who attain four (4) full years, nine (9) full years or twenty (20) full years of continuous service during the vacation year will qualify for their third (3rd), fourth (4th) and fifth (5th) week of vacation respectively upon attainment of their service anniversary date.

**1.27.2 VACATION PAY**

- a. Employees with less than one (1) full year of continuous service as of January 1 will receive four percent (4%) of all earnings received during the preceding calendar year.
- b. For those employees with more than one (1) full year of continuous service as of January 1, each week of vacation pay will be calculated at two percent (2%) of gross earnings in the calendar year preceding the vacation year, or forty (40) hours pay at the employee's regular rate of pay at time of vacation, whichever is the greater, provided the employee has worked a minimum of six (6) months during the preceding year.
- c. If the employee works less than six (6) months the percentage only will apply.
- d. For the purpose of vacation pay, years of service shall include all time worked with the Company, save and except that an employee who has terminated from the Company shall lose

all previous years of service should the employee be rehired at a later date.

- e. Length of service will not be broken by an approved Leave of Absence or by a Lay-Off not exceeding fifteen (15) months.

### **1.27.3 LONG SERVICE LEAVE**

- a. Employees with twenty-five (25) or more years of continuous service will receive the following additional vacation, the contract year in which they attain:
  - Age 60 1 week's vacation
  - Age 61 2 weeks' vacation
  - Age 62 3 weeks' vacation
  - Age 63 4 weeks' vacation
  - Age 64 5 weeks' vacation

### **1.27.4 VACATION SCHEDULING**

- a. The Company will prepare a vacation schedule for the convenience of employees wherever possible and practical.
- b. Vacation Schedules will be maintained in each department.
- c. Employees will be asked by their Supervisor prior to March 31st for their selection of vacation dates.
- d. Should an employee fail to select vacation dates by March 31, the employee may lose the right of selection to a junior employee.
  
- e. Employees shall submit their signed vacation requests in duplicate to their Supervisor who will sign the document as having received it.
- f. The Supervisor's signature will not mean approval, only receipt of request.
- g. The Supervisor will give the copy to the employee and retain the original
- h. When a vacation has been approved, the Supervisor shall confirm the employee's vacation dates in writing.
- i. In cases covered by (c) above the written notice shall be given the employee by April 30th.
- j. When a choice of vacation is in dispute between two (2) or more employees, seniority will be the deciding factor.

- k. Employees entitled to two (2), three (3), four (4), and five (5) weeks' vacation shall be entitled to take two (2) weeks of their vacation consecutively: third (3rd), fourth (4th) and fifth (5th) weeks' vacation must be taken as work requirements permit and at the discretion of management and not likely to be consecutive with the first two (2) weeks, particularly during the months of June, July and August.
- l. The Company shall have the final determination as to when each employee shall take the employee's vacation but will co-operate in an endeavour to arrange a mutually satisfactory time.

#### **1.27.5 VACATION PAY ON LAY-OFF OR TERMINATION**

- a. Employees who are laid off will, at the time of lay-off receive any vacation pay owed them from the previous calendar year (if they have not already taken their vacation) and will have the option to collect all vacation monies owing for the year in which they are laid off, or have such payments deferred to a later date within the vacation year following lay-off.
- b. If any employee selects the deferred payment, vacation pay will be paid no later than twelve (12) months following date of lay-off.
- c. Employees who are recalled from lay-off will not receive any additional vacation pay for the period worked prior to their lay off.
- d. On termination of employment, employees will receive any vacation pay owed them from the previous calendar year (if they have not already taken their vacation) plus four (4), six (6), eight (8), or ten (10) percent of earnings, depending on years of service (plus any long service leave pay owed), from January 1 of the year in which they are terminated to date of termination.

#### **1.28 SCHEDULE "F" PAID HOLIDAYS**

##### **1.28.1 PAID HOLIDAYS**

- a. An employee shall receive eight (8) hours pay at the employee's regular straight time rate for the holidays set forth in Clauses (h), (i), and (j) provided that the employee has completed the probationary period and has worked on the employee's last scheduled work shift prior to, and has worked on the employee's next scheduled work shift following the holiday(s). Only emergency



work shall be carried out on Christmas and/or New Year's Holidays.

- b. An employee who is required to work on any of the holidays listed in Clauses (h), (i), and (j) shall be paid at two (2) times the employee's regular rate for all hours so worked, and in addition shall receive holiday pay if entitled to the payment provided in Clause (a).
- c. If the holiday occurs during an employee's vacation, the employee shall receive an additional day's vacation with pay to be taken at a date mutually satisfactory to the employee and the employee's supervisor.
- d. An employee who is prevented by sickness, certified by a medical doctor's certificate, from working the employee's shift immediately prior to the holiday(s), or the employee's shift immediately following the holiday(s), will receive from the Company the difference between monies received by the employee from Weekly Indemnity payments for the holiday(s), and the amount which the employee would have been paid by the Company for the holiday(s) had the employee not been sick.
- e. An employee who is prevented by sickness, certified by a medical doctor's certificate, from working the employee's shift immediately following the holiday(s), but who because of the waiting period is not eligible for Weekly Indemnity payments, will receive full pay at straight time for such holidays as occur during the period of ineligibility.
- f. To receive payments under Clauses (d) and (e) the employee must have worked at some time in the thirty (30) day period immediately preceding the holiday(s).
- g. If the employee is prevented by lay-off from working the employee's shift immediately prior to the holiday(s) or the employee's shift immediately following the holiday(s), the employee will receive pay for the holiday(s) occurring during the lay-off, provided the employee was at work some time in the twenty (20) day period immediately prior to the holiday(s).

**h. HOLIDAYS**

NEW YEAR'S DAY	Friday,	January 1st,	1988
GOOD FRIDAY	Friday,	April 1st,	1988
EASTER MONDAY	Monday,	April 4th,	1988
VICTORIA DAY	Monday,	May 23rd,	1988

- |                  |          |                |      |
|------------------|----------|----------------|------|
| CANADA DAY       | Friday,  | July 1st,      | 1988 |
| CIVIC HOLIDAY    | Monday,  | August 1st,    | 1988 |
| LABOUR DAY       | Monday,  | September 5th, | 1988 |
| THANKSGIVING DAY | Monday,  | October 10th,  | 1988 |
| CHRISTMAS        |          |                |      |
| HOLIDAYS         | Friday,  | December 23rd, | 1988 |
|                  | Monday,  | December 26th, | 1988 |
|                  | Tuesday, | December 27th, | 1988 |
| NEW YEAR'S EVE   | Friday,  | December 30th, | 1988 |
- i. **HOLIDAYS**
- |                  |          |                |      |
|------------------|----------|----------------|------|
| NEW YEAR'S DAY   | Monday,  | January 2nd,   | 1989 |
| GOOD FRIDAY      | Friday,  | March 24th,    | 1989 |
| EASTER MONDAY    | Monday,  | March 27th,    | 1989 |
| VICTORIA DAY     | Monday,  | May 22nd,      | 1989 |
| CANADA DAY       | Friday,  | June 30th,     | 1989 |
| CIVIC HOLIDAY    | Monday,  | August 7th,    | 1989 |
| LABOUR DAY       | Monday,  | September 4th, | 1989 |
| THANKSGIVING DAY | Monday,  | October 9th,   | 1989 |
| CHRISTMAS        |          |                |      |
| HOLIDAYS         | Friday,  | December 22nd, | 1989 |
|                  | Monday,  | December 25th, | 1989 |
|                  | Tuesday, | December 26th, | 1989 |
| NEW YEAR'S EVE   | Friday,  | December 29th, | 1989 |
- j. **HOLIDAYS**
- |                  |          |                |      |
|------------------|----------|----------------|------|
| NEW YEAR'S DAY   | Monday,  | January 1st,   | 1990 |
| GOOD FRIDAY      | Friday,  | April 13th,    | 1990 |
| EASTER MONDAY    | Monday,  | April 16th,    | 1990 |
| VICTORIA DAY     | Monday,  | May 21st,      | 1990 |
| CANADA DAY       | Monday,  | July 2nd,      | 1990 |
| CIVIC HOLIDAY    | Monday,  | August 6th,    | 1990 |
| LABOUR DAY       | Monday,  | September 3rd, | 1990 |
| THANKSGIVING DAY | Monday,  | October 8th,   | 1990 |
| CHRISTMAS        |          |                |      |
| HOLIDAYS         | Monday,  | December 24th, | 1990 |
|                  | Tuesday, | December 25th, | 1990 |
|                  | Wed.,    | December 26th, | 1990 |
| NEW YEAR'S EVE   | Monday,  | December 31st, | 1990 |
- k. All the above holidays shall be a 24 hour shutdown.
- l. Any of the above holidays may be changed by mutual agreement between the Company and the Union.

**1.29 SCHEDULE "G" JOB CLASSIFICATIONS**

**1.29.1 JOB CLASSIFICATIONS**

- a. Listed in this schedule are those classifications for which an employee may be trained.
- b. Failure on the Company's part to provide an employee with the opportunity to be trained on all types of machines in the employee's department, will not be used to the detriment of the employee.
- c. Failure on the employee's part to reach the standards spelled out in the employee's job classification will not be used to the detriment of the Company.
- d. Adjuster classifications from which the word operate or operator have been omitted or deleted, does not mean that the adjuster may not be called upon to operate equipment on an occasional basis (past practice).
- e. The intent being that adjusters will not become regular full time operators in order to take over duties normally performed by operators to the detriment of operators.

**1.29.2 JOB CLASSIFICATIONS**

- a. General Help  
Count Inserter  
Machine Operator

Requires a training and/or experience period of twelve (12) months. On completion of twelve (12) months training, and/or experience in one of these classifications is able to do, and does, perform the duties of one of these classifications in an efficient and skilled manner, assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

- b. Building Maintenance Labourer Receiver  
Board & Cloth Machine Operator Warehouseman  
Envelope Fold Machine Operator Hoist Truck Operator  
Porter Stake Truck Driver  
Ampag Operator Clamp Truck Driver  
Baler Operator Collating Machine Adj  
Oper.  
  
Order Picker

Requires a training and/or experience period of six (6) months. On completion of six (6) months training, and/or experience in one of these classifications is able to do, and does, perform the duties of one of these classifications in an efficient and skilled manner, assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**c. PAPETERIES**

When Papeteries are being assembled employees performing this work will be paid at the Count Inserter rate of pay.

**d. MACHINE OPERATORS — LABEL MACHINES**

Machine Operators required to operate and make minor adjustments to Label Machines will be paid a premium of twenty-five (25) cents per hour.

**e. CITY DISPATCHER**

Employees required to perform City Dispatcher duties will receive the Stake Truck Drivers rate of pay and will also be paid Lead Hand premium.

**JOB CLASSIFICATION —**

**SLITTER REWINDER EQUIPMENT OPERATOR**

Requires a training period of twelve (12) months. On completion of twelve (12) months of training is fully experienced in the service, adjustment, set-up and repair of a Slitter Rewinder. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**JOB CLASSIFICATION —**

**PUNCHING EQUIPMENT OPERATOR**

Requires a training period of twelve (12) months. On completion of twelve (12) months of training is fully experienced in the service and adjusting of a punching machine. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**JOB CLASSIFICATION —**

**FILE FOLDER EQUIPMENT OPERATOR-ADJUSTER**

Requires a training period of twenty-seven (27) months.

Trainee -- One who spends six (6) months of training, under supervision, operating, setting-up and adjusting File Folder Equipment Machines.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the operating, setting-up and adjusting of one (1) type of File Folder Equipment Machine.

Class "B" — One who has completed eighteen (18) months of training in this classification and is experienced on all types of File Folder Equipment Machines.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all File Folder Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — BOOKBINDING EQUIPMENT ADJUSTER**

Requires a training period of twenty-seven (27) months.

Trainee — One who spends six (6) months of training, under supervision, setting-up and adjusting Bookbinding Equipment Machines.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the setting-up and adjusting on one (1) type of Bookbinding Equipment Machine.

Class "B" — One who has completed eighteen (18) months of training in this classification and is experienced on all types of Bookbinding Equipment Machines.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all Bookbinding Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — PADDING EQUIPMENT ADJUSTER SET-UP**

Requires a training period of twenty-seven (27) months.

Trainee — One who spends six (6) months of training, under supervision, setting-up and adjusting a Padding Machine.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the setting-up and adjusting of a Padding Machine.

Class "13" — One who has completed eighteen (18) months of training in this classification and is skilled in the setting-up and adjusting of Padding Machines and is experienced in the service and repair of this equipment.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully skilled and experienced in the setting-up, adjusting, servicing and repair of Padding Equipment, and has wide knowledge of Padding Equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**JOB CLASSIFICATION —  
SPIRAL BINDING EQUIPMENT ADJUSTER\***

Requires a training period of twenty-seven (27) months.

\*Spiral Binding Equipment shall encompass:

S.B. Coil	Drilling
Beil Coil	Round Cornering
Stitching	Folding and Perforating
Punching	

Trainee — One who spends six (6) months of training, under supervision, setting-up and adjusting Spiral Binding Equipment Machines.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of one (1) type of Spiral Binding Equipment Machine.

Class "13" — One who has completed eighteen (18) months of training in this classification and is experienced on all types of Spiral Binding Equipment Machines.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all Spiral Binding Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**JOB CLASSIFICATION —  
WRAPPING EQUIPMENT ADJUSTER**

Requires a training period of twentyseven (27) months

Trainee — One who spends six (6) months of training, under supervision, setting-up and adjusting Wrapping Equipment Machines.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of one (1) type of Wrapping Equipment Machine.

Class "B" — One who has completed eighteen (18) months of training in this classification and is experienced on all types of Wrapping Equipment Machine,.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, adjustment, set-up and repair of all Wrapping Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — DIE PRESS OPERATOR**

Requires a training period of twenty-seven (27) months.

Trainee -- One who spends six (6) months of training, under supervision, laying out dies and cutting blanks on Die Presses.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner the cutting with a solid die, all sizes of envelope blanks, but is limited in skill or experience to the efficient cutting of printed or lithographed work.

Class "B" — One who has completed eighteen (18) months of training in this classification and is able to do, and does, all the regular duties of a full trained Die Press Operator but has less diversified skill than that of a fully trained Die Press Operator.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the dieing-out with solid and adjustable dies, the cutting of plain, printed and lithographed **work** of very close register. Marks up all types of layout for printed or lithographed jobs, lays out patterns and sets up adjustable dies. Must be able to set window punch die on Window Punch machine. Able to assist generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — GUILLOTINE OPERATOR**

Requires a training period of twenty-seven (27) months.

Trainee — One who spends six (6) months of training, under supervision, cutting, splitting and trimming a variety of board, papers, cover stock, face trims stitched books, changes knives in a safe manner. Able to set up programs and make program changes.

Class "C" — One who has completed six (6) months of training in this classification and is able to do, and does, in an efficient and skilled manner, the cutting, splitting, and trimming of a variety of board, papers and cover stocks. Face trims stitched books, changes knives in a safe and efficient manner. Must be able to set up programs and make program changes to all cutting machines.

Class "B" — One who has completed eighteen (18) months of training in this classification and is able to operate all straight knife cutting machines. Does all the regular duties of a fully trained Guillotine Operator but has less skills in layout and close tolerance work.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is able to do, and does, in an efficient and skilled manner, all production cutting and such other cutting as close register lithographed sheets, fine paper notes, etc. Must be able to mark up all types of layout sheets for printed or lithographed work.

Must have a knowledge of the cutting characteristics of board, papers and cover stocks. Must be able to assist generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — SHEETER EQUIPMENT OPERATOR**

Requires a training period of twenty-seven (27) months.

Trainee — One who spends six (6) months of training, under supervision, operating and setting-up Sheeter Equipment Machines.

Class "C" — One who has completed six (6) months of training in this classification and is able to do and does, in an efficient and skilled manner, the operating and setting-up of one (1) type of Sheeter Equipment Machine.

Class "B" — One who has completed eighteen (18) months of training in this classification and is experienced on all types of Sheeter Equipment Machines.

Class "A" — One who has completed twenty-seven (27) months of training in this classification and is fully experienced in the service, set-up and repair of all Sheeter Equipment Machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — RULING MACHINE OPERATOR-ADJUSTER**

Requires a training period of forty-eight (48) months.

Trainee — One who spends twelve (12) months of training under supervi-



sion, operating, setting-up and adjusting one (1) type of machine listed below.

Class "C" — One who has completed twelve (12) months of training in this classification and is thoroughly experienced on one (1) type of machine listed below and is able to do, and does, in an efficient and skilled manner, the operating, setting-up and adjusting of one of these machines.

Beil P.500 Series and Wills #5

Must be able to set up all auxiliary attachments such as perforation, stitching units, drills, trim knives, folders, etc. Must be able to service and re-string machine.

Class "B" — One who has completed thirty-six (36) months of training in this classification and is thoroughly experienced on two (2) or more of the above machines, and is able to do, and does, in an efficient and skilled manner, the operating, setting-up and adjusting of two (2) or more of these machines.

Class "A" — One who has completed forty-eight (48) months of training in this classification and is fully skilled and experienced in the operating, setting-up, adjusting, servicing and repair of Ruling Equipment, can adapt skills to new or modified equipment and has wide knowledge of Ruling Equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

**JOB CLASSIFICATION —  
ENVELOPE FOLDING EQUIPMENT ADJUSTER**

Requires a training period of forty-eight (48) months.

Trainee — One who spends twelve (12) months of training, under supervision, setting-up and adjusting one (1) type of Envelope Machine.

Class "C" — One who has completed twelve (12) months of training in this classification and is thoroughly experienced on one (1) type of Envelope Folding Equipment Machine and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of the machine.

Class "B" — One who has completed thirty-six (36) months of training in this classification and is thoroughly experienced on two (2) or more Envelope Folding Equipment Machines and is able to do, and does, in an efficient and skilled manner, the setting-up and adjusting of these machines.

Class "A" — One who has completed forty-eight (48) months of training in this classification and is fully experienced in the setting-up, adjusting, servicing and repair of Envelope Equipment and is able to install such machine modifications as window sections, high speed kits, banders, etc.

Has wide knowledge of Envelope Folding and Printing Equipment. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — MAINTENANCE MACHINIST**

Requires a training period of forty-eight (48) months.

Trainee — One who spends twelve (12) months of training, under supervision performing general repairs on standard type machines and all machines such as drills, small presses, etc. Does ordinary repairs on operating machines and equipment. Makes new parts from samples and fits same. Does minor repairs on Machine Shop equipment.

Class "C" — One who has completed twelve (12) months of training in this classification and is able to do, and does, in an efficient and skilled manner, general repairs on standard types of machines, and all machines such as drills, small presses, etc. Performs ordinary repairs on operating machines and equipment. Makes new parts from samples and fits same. Does minor repairs on Machine Shop equipment.

Class "B" — One who has completed thirty-six (36) months of training in this classification and in addition to the foregoing, under supervision, performs machine repairs requiring skill in scraping and fitting and replacing bearings, and levelling ways on lathes. etc. Is a skilled repairman working in a diversified line of machine operations to make replacement parts.

Class "A" — One who has completed forty-eight (48) months of training in this classification and in addition to the foregoing dismantles and assembles machines to determine cause of trouble. and remedies same with a minimum of supervision. Is a highly skilled journeyman working on a diversified line of machine work where precision is necessary, machine work requiring skill in scraping and fitting on assembly. Capable of making own replacement parts requiring operation of lathes, millers, grinders, etc. and working to very close tolerance. Makes camshafts, gears, bearings, keys, cams, etc. Rebuilds, converts and builds special machines. Assists generally in the furtherance of instruction and productive efficiency. Works with a minimum of supervision.

#### **JOB CLASSIFICATION — STATIONARY ENGINEER**

In addition to the customary duties of a Stationary Engineer, work that has traditionally been performed by Stationary Engineers at Hilroy, such as plumbing, pipefitting, occasional carpentry work, etc., shall be considered part of the duties of a Stationary Engineer.

**1.30 SCHEDULE "H" -- LETTERS OF INTENT**

**1.30.1 RE: WORN OR BROKEN TOOLS BELONGING TO EMPLOYEES**

- a. A program for the purpose of replacing tools belonging to employees in the mechanical classifications that have become worn or broken performing normal work functions on behalf of the Company will be established.
- b. A Committee composed of four employees, two appointed by the Company and two appointed by the Union, will be formed for the purpose of administering the program.
- c. The Committee will be empowered to identify the tools used on jobs at Hilroy and recommend replacement at Company cost, of those tools deemed by the Committee to have been worn out or broken during the course of performing jobs at Hilroy.

**1.30.2 RE: SHIFT SCHEDULES**

- a. The Company will endeavour not to reassign employees to another machine and/or equipment if such assignment results in the employee missing the employee's shift rotation

**1.30.3 RE: ARTICLE #7 SENIORITY. CLAUSE 1.7.06**

- a. It is agreed that the word "cut-back", as mentioned in Article #7 — clause 7.06, means a situation where the Company reduces the number of employees in a classification because it deems to have too many employees in that classification.
- b. Article 13 — Transfers is not affected by Article #7 — Clause 1.7.06.

**1.30.4 RE: JOB RANKING**

- a. During the term of this renewal agreement, and as soon as practical following the Ontario Government's issuance of regulations pursuant to the Pay Equity Act, the Company agrees to meet with the Union and jointly determine whether the C.P.U. Job Ranking Program is in compliance with the Pay Equity Act and the regulations. Once any necessary modifications, if any, to ensure compliance with the Act are agreed upon, the Company will perform the necessary preparatory work (e.g. Job descriptions, job specifications, ranking, etc.) as a basis for implementation

of the Program at the next round of negotiations for a renewal agreement, or such earlier time as may be required by legislation.

CALENDAR 1988													
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	..	1	2	3	4	5	6
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24	25	26	27	28	29	30	28	29	..	..	..	..	..
MARCH							APRIL						
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27	28	29	30	31	..	..	24	25	26	27	28	29	30
MAY							JUNE						
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22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31	..	..	..	..	27	28	29	30	..	..	..
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	1	2	..	1	2	3	4	5	6	..
3	4	5	6	7	8	9	7	8	9	10	11	12	13
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24	25	26	27	28	29	30	28	29	30	31	..	..	..
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	1	2	3	..	..	..	..	..	..	..	1
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25	26	27	28	29	30	..	23	24	25	26	27	28	29
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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27	28	29	30	..	..	..	25	26	27	28	29	30	31

CALENDAR 1989													
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31	..	..	..	..	26	27	28	..	..	..	..
MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	1	2	3	4	..	..	..	..	..	..	1
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26	27	28	29	30	31	..	<sup>23</sup> 30	24	25	26	27	28	29
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	1	2	3	4	5	6	..	..	..	..	1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
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21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31	..	..	..	25	26	27	28	29	30	..
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	..	1	..	..	1	2	3	4	5
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<sup>23</sup> 30	<sup>24</sup> 31	25	26	27	28	29	27	28	29	30	31	..	..
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	1	2	3	4	5	6	7
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24	25	26	27	28	29	30	30	31	..	..	..	..	..
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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26	27	28	29	30	..	..	<sup>24</sup> 31	25	26	27	28	29	30

CALENDAR 1990													
JANUARY							FEBRUARY						
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..	1	2	3	4	5	6	..	..	..	..	1	2	3
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21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31	..	..	..	25	26	27	28	..	..	..
MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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25	26	27	28	29	30	31	29	30	..	..	..	..	..
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	1	2	3	4	5	..	..	..	..	..	1	2
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27	28	29	30	31	..	..	24	25	26	27	28	29	30
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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29	30	31	..	..	..	..	26	27	28	29	30	31	..
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	..	1	..	1	2	3	4	5	6
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23 <sup>30</sup>	24	25	26	27	28	29	28	29	30	31	..	..	..
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	1	2	3	..	..	..	..	..	..	1
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25	26	27	28	29	30	..	23 <sup>30</sup>	24 <sup>31</sup>	25	26	27	28	29

CALENDAR 1991													
JANUARY													
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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27	28	29	30	31	..	..							
MARCH													
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	7	8	9	10	11	12	13
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17	18	19	20	21	22	23	28	29	30	..	..	..	..
24	25	26	27	28	29	30							
31	..	..	..	..	..	..							
MAY													
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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26	27	28	29	30	31	..	30	..	..	..	..	..	..
..	..	..	..	..	..	..							
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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28	29	30	31	..	..	..	25	26	27	28	29	30	31
..	..	..	..	..	..	..							
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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29	30	..	..	..	..	..	27	28	29	30	31	..	..
..	..	..	..	..	..	..							
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	1	2	3	4	5	6	7
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24	25	26	27	28	29	30	29	30	31	..	..	..	..
..	..	..	..	..	..	..							



CALENDAR 1992													
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	1	2	3	4	..	..	..	..	..	..	1
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MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	..	..	1	2	3	4	
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29	30	31	..	..	..	..	26	27	28	29	30	..	..
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	..	1	2	3	4	5	6
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24	25	26	27	28	29	30	28	29	30	..	..	..	..
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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26	27	28	29	30	31	..	23	24	25	26	27	28	29
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	1	2	3	4	5	..	..	..	..	1	2	3
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27	28	29	30	..	..	..	25	26	27	28	29	30	31
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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29	30	..	..	..	..	..	27	28	29	30	31	..	..

CALENDAR 1993													
JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	..	1	2	3	4	5	6
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17	18	19	20	21	22	23	21	22	23	24	25	26	27
<sup>24</sup> 24	25	26	27	28	29	30	28	..	..	..	..	..	..
MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	1	2	3	4	5	6	..	..	..	..	1	2	3
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28	29	30	31	..	..	..	25	26	27	28	29	30	..
MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	..	1	..	..	1	2	3	4	5
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<sup>23</sup> 23	<sup>24</sup> 24	25	26	27	28	29	27	28	29	30	..	..	..
JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	1	2	3	1	2	3	4	5	6	7
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25	26	27	28	29	30	31	29	30	31	..	..	..	..
SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	1	2	3	4	..	..	..	..	..	1	2
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26	27	28	29	30	..	..	<sup>24</sup> 24	25	26	27	28	29	30
NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	1	2	3	4	5	6	..	..	..	1	2	3	4
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**The Group Coverage Plan, Group Life Insurance Benefits, Accidental Death & Dismemberment and Pension Plan along with the Plant Rules that follow this page are not part of the Collective Agreement but are inserted into this booklet as a matter of convenience for employees.**

**HILROY  
GROUP COVERAGE PLAN  
FOR  
TORONTO HOURLY PAID EMPLOYEES**

**MAJOR MEDICAL BENEFIT PLANS  
MEDICAL & HOSPITAL PLAN  
WEEKLY INDEMNITY PLAN  
DENTAL PLAN**

The information outlined in the following Group Coverage Benefits summarizes the benefits and provisions of your group Coverage plan. It does not constitute the group policies and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question of interpretation all rights with respect to an insured person will be governed solely by the Group Policies issued by Confederation Life Insurance Company to Abitibi-Price Inc.

More detailed information may be obtained by contacting the Human Resources Department of Hilroy. A copy of the plan information may be obtained upon written request to your employer, who may make a reasonable charge for this service.

## **GENERAL INFORMATION**

### **PLAN EFFECTIVE DATE**

The plan described hereafter became effective May 1, 1985.

### **ELIGIBILITY**

All full-time Union employees who are members of Canadian Paperworkers Union Local 1144 and who reside in Canada, are eligible to participate in this plan.

If you have dependents residing in Canada, you may cover them as well.

**Your** spouse\* is eligible and your unmarried children (including adopted, foster and step-children) who are less than 21 years of age. Unmarried children who are full-time students and dependent upon you for support will be covered up to age 25.

\* "Spouse" means a person who either:

- (a) is married through an ecclesiastical or civil ceremony to an employee.
- (b) although not legally married to an employee, cohabits with the employee in a husband and wife relationship which is recognized as such in the community in which they reside.

Any mentally retarded or physically handicapped child may remain covered past the maximum age provided the child is incapable of self-sustaining employment and is wholly dependent on you for **support** and maintenance.

### **EFFECTIVE DATE OF COVERAGE**

**Your** coverage, as well as your dependent(s)' is effective after you complete three months employment on a *continuous* basis for full-time and full pay. If you have coverage **for** yourself only and later acquire a dependent, your dependent will be enrolled in the plan. You should advise the Human Resources Department of Hilroy as soon **as** possible of your change in status. If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to work for full-time and full pay.

If one of your dependents is hospitalized (other than a new-born infant) on the **date** coverage would normally become effective, coverage will commence on the day following discharge from the hospital. Once you are covered for dependent coverage, additional dependents will be covered from the date eligible, regardless of hospital confinement.

### **WEEKLY INDEMNITY BENEFIT – Effective April 9, 1988**

If you are totally disabled \*, unable to work, and *under* the continuing care of a physician, you will receive Weekly Indemnity of 60% of your weekly

earnings, based on forty (40) times the employee's straight time hourly rate, up to a maximum of \$350 per week. Effective January 1, 1989, the maximum will be increased to \$360 per week and to \$370 per week effective January 1, 1990.

\*"Totally disabled" means the inability to work for your employer for wages or profit due to bodily injury or disease.

Your Weekly Indemnity benefit will be reduced by any income you are eligible to receive from earnings or payments from any employer or any Government plan of automobile insurance providing income replacement indemnity which has been approved as an acceptable limitation by the Unemployment Insurance Commission.

#### **COMMENCEMENT OF BENEFITS**

Your benefits will commence on the earlier of:

1. The 4th day of a disability caused by sickness.
2. The 1st day of a disability due to an accident.
3. The 1st day of hospitalization, as an in-patient due to non-occupational illness.
4. The 1st day of hospitalization, as an out-patient due to non-occupational illness, if under a doctor's care and required to be absent from work for 4 days or more.

#### **DURATION OF BENEFIT**

During any one period of disability, your benefit will continue until you recover and/or for a maximum period not exceeding twenty-six weeks duration, whichever is earlier. Effective January 1st 1990 the benefits will be for a period not exceeding fifteen (15) weeks duration.

#### **EXCEPTIONS AND LIMITATIONS**

Weekly Indemnity is not payable for the following:

1. A disability caused by self-inflicted injuries or illness.
2. A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.
3. A disability for which you are entitled to benefits under any workers' compensation act.
4. A disability at any time when you are on vacation and receiving full pay.
5. Cosmetic surgery or treatment, when so classified by Confederation Life, unless such surgery or treatment is for accidental injury and commenced within 90 days of an accident.

Complications due to pregnancy are covered. However, any disability due



to any cause will not be eligible for benefits at any time when you are on pregnancy leave of absence or could be placed on such leave by your employer in accordance with relevant government legislation or the leave agreed upon by you and your employer.

#### **RECURRENT DISABILITIES**

Once you have been disabled and have received benefits under this plan, a later disability will be defined as recurrent when it is separated from the previous one by less than 2 weeks; of full-time employment at your usual place of employment.

A disability will not be considered to be recurrent if it results from an injury or sickness which is entirely unrelated to the causes of the previous disability.

If any period of disability is classified as 'recurrent', it will be treated as a continuation of the previous disability. For instance, any maximums which apply may already be partly used up. Also, you will not have to resatisfy any qualifying periods which may apply — benefits will begin again immediately.

### **MAJOR MEDICAL PLAN**

#### **MEDICAL & HOSPITAL BENEFIT**

**(Drug & Semi-Private)**

##### **SEMI-PRIVATE HOSPITAL —**

If you, or a covered dependent, are confined in a licensed hospital, you will be reimbursed for room and board charges in excess of ward accommodation up to the level of semi-private accommodation. If confined in a private room, payment will be based on the hospital's charge for semi-private room and board.

##### **PAYMENT OF BENEFITS**

On behalf of each covered individual of your family, this Benefit pays all eligible expenses which are in excess of the deductible, up to a maximum for each covered person of \$2,000 less any benefits paid in 2 preceding years.

##### **DEDUCTIBLE**

A \$10 individual deductible is applied once each calendar year to the eligible expenses incurred during that year. However, the maximum deductible per family per year is \$20 with no one member contributing more than \$10.

In the case of a common accident which involves at least 2 members of your family covered under the same certificate, the \$10 deductible will only be applied once each calendar year to all eligible expenses in connection with the accident.

### **ELIGIBLE EXPENSES**

The following is a list of the items currently eligible for payment under this group plan. However, should your Provincial Health Plan alter to include any of these items, coverage under this plan will automatically adjust in accordance with the approved legislation.

Eligible expenses must be reasonable, customary and recommended as necessary by a physician. Eligible expenses would not include drugs or medicines that can be obtained without a written prescription.

1. Drugs, sera and injectibles available only on a prescription by a physician or dentist and dispensed by a pharmacist, dentist or a physician. Receipts will require either the drug identification number or the drug name.
2. Dental treatment for the repair of damage resulting directly from an accidental injury to natural teeth, provided the treatment is rendered within six months of the accident and your coverage, as well as the policy, is still in force. Payment will be made based on the amount for the least expensive procedure which will provide a professionally adequate result.
3. Purchase of trusses, braces, crutches, plaster casts, orthopedic corsets and artificial limbs or eyes.
4. Rental, or the option of purchasing, of a wheelchair, hospital bed or iron lung.
5. Semi-private hospital accommodation.
6. Hospital charges incurred as an out-patient, for necessary medical or surgical treatment (excluding physician's fees, or special nurse's fees.

### **DENTAL BENEFIT**

On behalf of each covered individual in your family, the Dental Benefit will reimburse you for dental expenses based on the percentages indicated.

### **MAXIMUM BENEFITS**

The maximum amount payable per individual for Class I and Class II Expenses combined is \$1,000 per calendar year. The maximum for Class III Expenses is \$750 for the lifetime per insured family member. This amount will be increased to \$1000 effective January 1st, 1989.

### **TREATMENT PLAN**

In order for you and your dentist to learn in advance how much Confederation Life will pay and how much must be paid by you, it is recommended that a Treatment Plan be filed with Confederation Life whenever the total

cost of the proposed dental work is expected to exceed \$300. This Treatment Plan identifies coverage and limitations for specific services, percentages, specific limits and Dental Fee Guide allowance before dental treatment commences. The Treatment Plan is not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed or to tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

A Treatment Plan is a plan of dental treatment (including X-Rays if required) showing the patient's dental needs, a written description of the proposed treatment necessary in the professional judgement of the dentist, and the cost of the proposed treatment.

#### **ELIGIBLE EXPENSES**

Eligible Expenses are those which are recommended as necessary by a physician or dentist that are not in excess of the Ontario Dental Association Schedule of Fees as per the following schedule.

1986 O.D.A. fees effective April 9th, 1988

1987 O.D.A. fees effective January 1989

1988 O.D.A. fees effective January 1st, 1990

Dental treatments are considered eligible if performed by a dentist or denturist who practices within the scope of his license.

There are several dental procedures which are covered by Provincial Health Plans up to certain maximums. If the dentist or dental surgeon chooses to charge more than that payable by the Provincial Plan, legislation in some provinces does not permit the excess charges to be eligible under this plan.

Situations may arise where alternate methods of treatment may be available. It is solely for you and your dentist to decide which method will be employed. As the basis for determining its liability, the Benefit Administrator reserves the right to use the least expensive method of treatment that would provide a professionally adequate result.

Only those treatments listed are eligible.

#### **Class I**

Percentage Payable - 100%.

1. Oral examinations.
2. Prophylaxis (light scaling and polishing of teeth) and topical application of an anti-cariogenic agent.
3. Oral hygiene instruction.

4. Dental X-rays.
5. Extractions.
6. Surgical extraction of impacted teeth.
7. Amalgam, silicate, acrylic and composite fillings.
8. General anaesthetic required in relation to other covered dental services.
9. Injection of antibiotic drugs when prescribed by a dentist.
10. Endodontic Treatment (i.e. the treatment of diseases of the dental pulp including root canal therapy).
11. Periodontic Treatment (i.e. the treatment of the tissues and bones supporting the teeth including surgery, provisional splinting and occlusal equilibration).

#### **Class II**

Percentage payable - 50%.

1. Initial instalment of removable dentures to replace one or more natural teeth (including adjustments after 3 months of the original insertion).
2. The replacement of an existing denture, if necessitated by the extraction of additional natural teeth while insured under this Policy, but only if satisfactory evidence is submitted to Confederation Life that the existing denture could not be made serviceable.
3. Repair or relining of dentures.

#### **.CLASS III**

##### **ORTHODONTIC SERVICES**

Percentage Payable — 50%. The lifetime maximum benefit is \$500 per insured family member. All necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

##### **EXPENSES NOT COVERED BY THIS GROUP COVERAGE PLAN**

No payment will be made for:

1. Self-inflicted injuries or illness while sane or insane.
2. **Any** injury or illness for which the covered person is entitled to indemnity or compensation under any workers' compensation act.
3. Charges levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges or for advice given by telephone or other means of telecommunication.
4. Cosmetic surgery or treatment (when so classified by Confederation

- Life) unless such surgery or treatment is for accidental injuries and commenced within 90 days of an accident.
5. Injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot.
  6. Services, treatments or supplies payable by, or insurable only' by, a government plan.
  7. Examinations required for the use of a third party.
  8. Travel for health reasons.
  9. Dental treatment received from a dental or medical department maintained by an employer, an association, or a labour union.
  10. The replacement of an existing appliance which has been lost, mislaid or stolen.
  11. Services and supplies rendered for full mouth reconstruction, for a vertical dimension correction, or for a correction to temporal mandibular joint dysfunction.
  12. Any charges for services, treatment or supplies for which there would be no charge except for the existence of insurance.
  13. Expenses incurred outside Canada for hospital charges for ward accommodation, hospital services or supplies furnished during hospital confinement, or physicians' services, except as specified for emergency treatment (under ELIGIBLE EXPENSES). Such expenses incurred outside Canada on an elective basis or on the referral of a physician located in Canada are not payable.
  14. Drugs, sera, injectibles and supplies which are not approved by Health and Welfare — Canada (Food and Drugs) or are experimental or limited in use whether or not so approved
  15. Experimental medical procedures or treatment methods not approved by the Canadian Medical Association or the appropriate medical specialty society.

#### **CLAIM PROCEDURES**

##### **WEEKLY INDEMNITY**

Claim forms are available from Hilroy's Health Centre. You and a Company representative must complete certain portions of the form and your doctor must complete the Attending Physician's statement. Once the form is completed, it will be sent to Confederation Life.

In order to be eligible for payment, Weekly Indemnity claims must be

submitted within 30 days of the commencement of total disability.

#### **MEDICAL & HOSPITAL**

If expenses are incurred due to hospital confinement, a claim form should be completed by the hospital. When completed, this claim form should be submitted to Hilroy's Health Centre who will forward it to Confederation Life. Do not have the hospital send the claim form directly to Confederation Life.

If Major Medical expenses other than hospital charges are incurred, obtain a claim form from Hilroy's Health Centre. Complete the form and return it, along with any itemized bills, to Hilroy's Health Centre who will forward it to Confederation Life.

In order to be eligible for payments, Medical & Hospital Care claims must be submitted by the end of the calendar year following the year in which the expense was incurred.

NOTE: itemized bills in support of claims will not be returned but will be retained by Confederation Life.

If Dental Expenses are incurred, obtain a claim form from Hilroy's Health Centre, have your dentist complete the form, complete your portion of the form and return it to Hilroy's Health Centre who will forward it to Confederation Life. Written proof of claim must be given to Confederation Life by the end of the calendar year following the year in which the expense was incurred.

For all Major Medical Benefits, when your coverage terminates for any reason, written proof of claim must be given to Confederation Life within 90 days of the date of termination of insurance.

#### **TERMINATION OF INSURANCE**

**COVERAGE FOR YOU AND YOUR DEPENDENTS WILL CEASE ON THE EARLIEST OF THE FOLLOWING EVENTS:**

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the Policy.
5. On the 1st of the month coincident with or immediately following the date you reach age 65, or retire.

## **EXTENSION OF BENEFITS**

### **WEEKLY INDEMNITY**

If you are totally disabled on the date of termination of coverage for any reason, and such disability continued uninterrupted, you will be eligible to receive Weekly Indemnity Benefits for such disability, until the date total disability ceases, or the date on which the maximum Weekly Indemnity Benefit is received, whichever is earlier.

### **MEDICAL & HOSPITAL**

**I**f you are totally disabled when your Hospital and Major Medical Benefits terminate, benefits for such disability will be payable as long as you remain disabled, up to a maximum period of twenty-six weeks.

**I**f one of your covered dependents is hospitalized when your coverage terminates, then benefits will be payable in the same manner as your own, or until your dependent is discharged from the hospital, whichever is earlier.

Payment will be made for pregnancy related eligible expenses if you or your dependent are pregnant on the date coverage would normally cease.

Extension of Hospital and Major Medical Benefits will cease if the policy should terminate.

In most cases, no Dental benefits are payable for expenses incurred more than thirty days after the date your coverage terminates, even if a Treatment Plan has been filed and benefits have been determined by Confederation Life prior to the date your coverage terminates. However, benefits are payable under the following circumstances:

1. Where an impression for a denture (including crowns, inlays or onlays) was taken prior to the date your coverage terminated and the denture is installed after the coverage terminates, Dental Expenses in connection with this procedure and incurred within 30 days after the termination of coverage are eligible.
2. If your coverage terminates due to your death, dental expenses incurred on behalf of your dependents will be eligible for payment, provided:
  - (a) The services are rendered within 90 days following your death, and
  - (b) they are part of a series of planned dental services started prior to your death or rendered at definite dental appointments made prior to your death.

**OTHER INFORMATION**

**DEFINITIONS**

“Totally disabled”, except for weekly indemnity, means you are unable to work and earn an income due to an accident or sickness that leaves you wholly and continuously disabled.

“Earnings” are defined in the A.S.O. contract. Should you require more information, contact Hilroy’s Human Resources Department.

**CO-ORDINATION OF BENEFITS**

This plan includes a Co-ordination of Benefits Provision. This provision operates in the event that you or your dependents are covered under more than one Group Health or Dental plan and ensures that while claim may be made under all plans, total reimbursement received does not exceed the actual expense incurred.



**LONG TERM DISABILITY PLAN**

The Long Term Disability Plan shall be administered in accordance with the terms of an insurance policy and shall contain the following governing provisions:

**1. ELIGIBILITY**

The Long Term Disability Benefit Plan shall be compulsory for all employees who are participants in, and who are covered under, the terms of the Weekly Indemnity Plan.

**2. EFFECTIVE DATE OF COVERAGE**

An eligible employee is entitled to benefits provided he/she is actively at work on the first day the Long Term Disability Benefit Plan becomes effective. An eligible employee absent from work due to sickness or accident at the effective date of the plan, shall only be eligible for Long Term Disability Plan benefits at the return to continuous active full-time employment for a period of at least thirty (30) calendar days. An eligible employee absent from work due to lay-off at the effective date of the plan, shall be entitled to Long Term Disability Plan benefits upon recall on reporting to work.

**3. QUALIFYING PERIOD**

An insured employee shall be eligible to receive an amount of Long Term Disability Benefit after fifteen (15) weeks of benefit entitlement for the same disability under the Weekly Indemnity Plan and exhaustion of any outstanding vacation or statutory holiday entitlement. A benefit payment shall not commence during a lay-off or strike until the termination of the lay-off or strike.

**4. DEFINITION OF DISABILITY**

“Disability” shall mean an insured employee who has received fifteen (15) weeks of benefits under the Weekly Indemnity Plan and who for up to the next ensuing twelve (12) months (is unable because of disease or injury to work at his/her regular occupation, and thereafter is unable to perform any and every duty of every occupation in the plant for which he/she is reasonably fitted by education, training or experience.

**5. AMOUNT OF BENEFIT**

- (a) 55% of regular straight time hourly rate, multiplied by 2,080, divided by 12, up to a maximum monthly payment of \$1,600.00. The regular straight time hourly rate shall be the classified rate of the employee on the date of disability.

- (b) The amount of benefit shall be reduced by any and all of the following payments made to the employee:
  - (i) Earnings made under any Government disability plan, excluding disabled veteran benefits, (except increases in such amounts occurring 12 months or more after disablement), Workers Compensation, or any other non-private disability income plan.
  - (ii) Earnings or payment from any employer.
  - (iii) Income replacement indemnity payable under any automobile insurance plan or policy.
  - (iv) Earnings recovered through a legally enforceable cause of action against some other person or corporation.
  - (v) Retirement benefits provided by any employer and/or government.
  - (vi) Maternity benefits paid pursuant to the provisions of the Unemployment Insurance Act.

#### 6. DURATION OF BENEFITS

While an employee remains fully disabled, benefits will be paid for a period of time equal to the employee's service with the Company, as calculated at the outset of disability, to a maximum of 60 months, but benefits shall cease upon the occurrence of any one of the following:

- (a) On the date the employee ceases to be disabled; or  
(NOTE: If there is a recurrence of the same disability within six months of return to work, a new qualifying period will not be required, and the disabled employee will be eligible for any balance of Long Term Disability benefit payments. This provision shall take precedence over any recurrent disability provision under the Weekly Indemnity Plan.)
- (b) On death. or
- (c) On the earlier of retirement or attainment of the age at which the employee could retire without actuarial reduction.

#### 7. EXCLUSIONS

- (a) An employee receiving Long Term Disability Benefits will not be eligible for vacation or statutory holiday pay.
- (b) Benefits under the Long Term Disability Plan will not be payable for claims resulting from:
  - (i) Any injury arising out of or sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or,

- (ii) Any injury or illness entitling the employee to compensation under **any** Workers Compensation or similar legislation, or
- (iii) Self destruction or any self-inflicted injury or illness, while sane or insane, or
- (iv) Disability for which the employee is not under continuing medical supervision and treatment considered satisfactory by the insurance carrier.
- (v) Alcoholism or drug addiction, unless the employee is undergoing a recognized course of treatment by a specialist in the care and treatment of alcoholism and drug addiction or the employee is undergoing regular rehabilitative treatment approved by the insurer and a licensed physician.

**8. REHABILITATION**

An employee receiving an amount of Long Term Disability Benefit may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor. If such employee refuses to undertake such rehabilitation, he/she may be declared not eligible for an amount of disability benefits. The Long Term Disability benefit will be offset by 50% of any rehabilitative income.

**9. PHYSICAL EXAMINATIONS**

The Company and/or insurer reserves the right to require periodic physical examinations throughout the duration of the employee's absence due to disability. Such examinations shall be conducted by a physician or physicians designated by the Company and/or insurer. If the employee refuses to attend such examinations he/she will no longer be considered totally disabled.

Cost of physical examinations, transportation and reasonable out-of-pocket expenses related thereto will be paid by the insurer.

**LIFE INSURANCE  
DEPENDENT LIFE INSURANCE  
GENERAL INFORMATION**

## **PLAN EFFECTIVE DATE**

The plan described hereafter became effective May 1st, 1985.

## **ELIGIBILITY**

All full-time union employees who are members of Canadian Paperworkers' Union Local 1144, and who reside in Canada, are eligible to participate in this plan.

If you have dependents residing in Canada you may insure them as well. Your spouse\* is eligible and your unmarried children (including adopted, foster and step-children) who are less than 21 years of age. Unmarried children who are full-time students and dependent upon you for support will be insured up to age 25.

\*"Spouse" means a person who either:

- (a) is married through an ecclesiastical or civil ceremony to an employee.
- (b) although not legally married to an employee, cohabits with the employee in a husband and wife relationship which is recognized as such in the community in which they reside.

Any mentally retarded or physically handicapped child may remain insured past the maximum age provided the child is incapable of self-sustaining employment and is wholly dependent on you for support and maintenance.

The information outlined in the following Group Insurance Benefits summarizes the benefits and provisions of your group insurance plan. It does not constitute the group policies and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question of interpretation all rights with respect to an insured person will be governed solely by the Group Policies issued by Confederation Life Insurance Company to Abitibi-Price Inc.

More detailed information may be obtained by contact the Human Resources Department of Hilroy. A copy of the plan information may be obtained upon written request to your employer, who may make a reasonable charge for this service.

## **EFFECTIVE DATE OF COVERAGE**

Your coverage, as well as your dependent(s)' is effective after you complete three months employment on a continuous basis for full-time and full pay.

If you are initially insured for employee only coverage and later acquire a dependent, your dependent will be enrolled in the plan. You should advise the Human Resources Department of Hilroy as soon as possible of your change in status.

If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to **work** for full-time and full pay.

If one of your dependents is hospitalized (other than a new-born infant) on the date coverage would normally become effective, coverage will commence on the day following discharge from the hospital. Once you are insured for dependent coverage, additional dependents will be insured from the date eligible, regardless of **hospital** confinement.

#### **DEATH PROTECTION**

##### **Life Insurance Benefit**

The amount of Life coverage for which you and your dependent(s) (where applicable) are insured is shown in the following schedule.

Employee:	\$19,000
	\$21,000 effective January 1st, 1989
Spouse:	\$ 2,500
Each Eligible Child:	\$ 1,000

For employees who retire after **April** 9th, 1988 Life Insurance will reduce to \$1,000 which will be increased to \$1,500 January 1st, 1989.

If you or one of your dependents should die from any cause, the benefit indicated will be payable.

The insurance on your life will be paid to the beneficiary you appoint. You may change your beneficiary at any time, subject to the laws governing such changes. For the dependent life insurance, you are the beneficiary.

##### **WAIVER OF PREMIUM**

If you should become totally disabled\*, unable to work, and under the continuous care of a physician, and remain disabled for at least **six** months, your Life Insurance coverage will remain in force, without payment of premiums, if your disability commences prior to age 65. Satisfactory proof of disability must be submitted within 12 months of the commencement of disability and when requested thereafter.

\*"Totally disabled" — means the inability to work for your employer for wages or profit due to bodily injury or disease.

As long as you continue to be disabled, premiums will be waived **and** the insurance will remain in force until the time it would normally have ceased if you were not totally disabled.

The amount of insurance on your life will be paid to you in the form of 60 monthly installments. Installments cease when you reach age 65 or when

you return to work. You will then be insured for the difference between your original amount and any installment paid.

#### **CLAIM PROCEDURES**

#### **DEATH PROTECTION**

If you or one of your dependents (where applicable) should die, Hilroy's Human Resources Department will provide the necessary claim form.

#### **TERMINATION OF INSURANCE**

Insurance for you and your dependents will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. If you enter the armed forces on a full-time basis.
4. Termination of the Policy.
5. On the 1st of the month coincident with or immediately following attainment of age 65 or retirement.

#### **CONVERSION OPTION**

If your employment terminates, you may convert your Group Life Insurance and that on your spouse (where applicable) to an individual policy. The individual life insurance policy will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is mailed to Confederation Life within 31 days of the date of termination.

The types of policies available for conversion are:

1. Term Insurance for a 1 year period which, before the year has passed, may be converted (without evidence of insurability) to any of the policies described in points 2 or 3.
2. Non-convertible Term Insurance for the period **up** to age 65.
3. Any regular plan of life insurance. The conversion policy will not include disability, double indemnity, dismemberment **or** accidental death provisions.

If you or your spouse die during the 31 day period in which you are eligible to make application for conversion, the amount of Group Life Insurance available for this purpose will be payable whether or not you applied for conversion.

Certain conversion rights are also available on policy termination. Details on conversions may be obtained from your Employer or the Group Administration Department at Confederation Life's Home Office.



**ACCIDENTAL DEATH & DISMEMBERMENT PLAN**

The information outlined in the following Group Insurance Benefits, summarizes the benefits and provisions of your group insurance plan. It does not constitute the group policies and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question of interpretation all rights with respect to an insured person will be governed solely by the Group Policies issued by Citadel General Assurance Co. to Abitibi-Price Inc.

More detailed information may be obtained by contacting the Human Resources Department of Hilroy. A copy of the plan information may be obtained upon written request to your employer, who may make a reasonable charge for this service.

#### **GENERAL INFORMATION**

The plan described hereafter became effective April 1st, 1985.

#### **ELIGIBILITY**

All full-time union employees who are members of Canadian Paperworkers' Union Local 1144, and who reside in Canada, are eligible to participate in this plan.

If you have dependent; residing in Canada, you may insure them as well. Your spouse\* is eligible and your unmarried children (including adopted, foster and step-children) who are less than 21 years of age. Unmarried children who are full-time students and dependent upon you for support will be insured up to age 25.

\*"Spouse" means a person who either:

- (a) is married through an ecclesiastical or civil ceremony to an employee.
- (b) although not legally married to an employee, cohabits **with** the employee in a husband and wife relationship which is recognized as such in the community in which they reside.

Any mentally retarded or physically handicapped child may remain insured past the maximum age provided the child is incapable of self-sustaining employment and is wholly dependent on you for support and maintenance.

#### **EFFECTIVE DATE OF COVERAGE**

Your coverage, as well as your dependent(s)' is effective after you complete three months employment on a continuous basis for full-time and full pay.

If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to work for full-time and full pay.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

All Employees \$19,000

\$21,000 effective January 1st, 1989

### COVERAGE

This plan provides benefits for loss of life, dismemberment and loss of sight arising from accidental bodily injuries independently of sickness and all other causes while engaged in business or pleasure, anywhere in the world, any hour of the day or night. This plan even covers injuries sustained while travelling as a passenger (not a pilot or crew member) in a properly licensed and operated aircraft. The plan includes coverage for exposure and disappearance due to air travel accidents.

### BENEFITS

Loss	Amount Payable
Life	The principal sum
Both Hands	The principal sum
Both Feet	The principal sum
Both Eyes	The principal sum
One Hand and One Foot	The principal sum
One Hand and One Eye	The principal sum
One Foot, and One Eye	The principal sum
One Leg (severed through or above the knee joint)	Three quarters the principal sum
One Arm (severed through or above the elbow joint)	Three quarters the principal sum
One Hand	One half the principal sum
One Foot	One half the principal sum
One Eye	One half the principal sum
Thumb & Index Finger of same hand (severed through or above the metacarpophalangeal joint)	One quarter the principal sum

The loss period for benefits is 365 days.

Benefits are payable in addition to any other insurance which may be in effect at the time of the accident.

### EXCEPTIONS

The plan does not cover:

- (i) suicide or attempted suicide, sane or insane,
- (ii) any accident occurring while the covered person is serving on full-time active duty in the Armed Forces of any country or international authority, or

(iii) declared or undeclared war or any act thereof.

The insurance on your life will be paid to the beneficiary you appoint. **You** may change your beneficiary at any time subject to the laws governing such changes.

**CLAIM PROCEDURES**

**DEATH PROTECTION**

If you should die, Hilroy's Human Resources Department will provide the necessary claim form.

**TERMINATION OF INSURANCE**

Insurance for you will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die.
3. **If** you enter the armed forces on a full-time basis.
4. Termination of the Policy.
5. On the **first** of the month coincident with or immediately following attainment of age 65 or retirement.

**RETIREMENT PLAN FOR  
HOURLY EMPLOYEES OF**

**HILROY  
Division of Abitibi-Price Inc.**

**April 13, 1985**

**TABLE OF CONTENTS**

INTRODUCTION.....3  
MEMBERSHIP .....3  
CONTRIBUTIONS.....4  
NORMAL RETIREMENT PENSION .....4  
EARLY RETIREMENT PENSION .....5  
NORMAL AND OPTIONAL FORMS OF PENSION PAYMENT ....6  
PAYMENTS ON DEATH BEFORE RETIREMENT .....7  
IF YOU LEAVE THE COMPANY.....8

Words and terms in bold face type have a particular meaning in this booklet and are defined in the booklet.

## INTRODUCTION

Hilroy has had a formal pension plan for over 35 years. During these years the pension has been improved a number of times. The information contained herein explains the main features of Hilroy's Retirement Plan for Toronto Hourly Employees including all amendments made up to January 2, 1987. If you want a more detailed explanation, you may look at the full text of the plan, or you may contact the Human Resources Department.

While the plan provides benefits before retirement if you die or terminate employment, the primary purpose of the plan is to provide you and your family with some financial security after retirement.

In addition to the retirement benefits under this plan, you may also be eligible for Old Age Security and Canada/Quebec Pension Plan benefits.

## MEMBERSHIP

### Hired after April 30, 1977

All hourly-rated, full-time permanent employees hired after April 30, 1977 join the pension plan on the January 1st that follows the completion of three years of continuous service with Hilroy (see page 5 for a definition of continuous service).

Before the January 1st on which you join the Plan, you will receive forms authorizing payroll deductions for your contributions to the plan. You will also be asked to name the beneficiary of any death benefit the plan may pay.

### Hired Before May 1, 1977

You were allowed to choose whether or not to join the plan when you completed three years of continuous service. If you chose not to join at that time, you may not join the Plan now.

## **CONTRIBUTIONS**

The Plan is paid for by the combination of contributions by you and Hilroy and the investment earnings of these contributions.

### **Yours**

5% of earnings minus C.P.P. contributions

These contributions are tax deductible. Contributions may not be withdrawn while you retain seniority rights with the Company.

### **Company**

The Company contributes whatever is necessary above your contributions to provide the benefits promised under this plan.

## **NORMAL RETIREMENT PENSION**

Your normal retirement date is the last day of the month during which you reach your 65th birthday. Your first monthly pension cheque will be payable to you on the first day of every month for as long as you live.

### **When you retire**

The amount of your annual pension will be based on your average earnings during the five consecutive years when your hourly rate is the highest. The earnings for each year will be your hourly rate of pay at October 15 multiplied by 2080. Also used for determining the amount of your pension are your total years of credited service. Credited service is the years and completed months during which you contribute to the pension plan.

The amount of your annual pension will be based on this formula:

$1.65\% \times \text{Average Earnings} \times \text{Credited Service}$

MINUS

$1/35 \text{ of the Canada Pension Plan Benefit} \times \text{Credited Service since 1966}$

The minus part of the formula recognizes that the Company has been paying for 50% of the Canada Pension Plan benefit that you will receive. The Company began contributing the CPP during 1966, and to be fair only the CPP benefit earned while you are an employee after 1966 is included in the deduction.



## EARLY RETIREMENT PENSION

**Age 61 and 20 years of continuous service.**

You may retire at the end of any month. Your pension will be calculated using the same formula as for normal retirement at age 65, PLUS you will receive an additional annual benefit of \$192 for each year of credited service. The additional pension is payable until age 65 when you become eligible for government pension benefits.

Continuous service is the number of years **and** completed months of unbroken full-time employment with Hilroy. Continuous service is not broken when you are:

- on an approved leave of absence due to sickness
- absent with the written permission of Hilroy
- laid-off for periods of up to 15 months

Continuous service **is broken** when **you:**

- terminate your employment with Hilroy
- retire
- are laid-off for more than 15 months

### **Age 62**

You may retire at the end of any month after reaching age 62 no matter how much service you have with Hilroy. Your pension will be calculated using the same formula as for normal retirement at age 65. This pension will not be reduced because you are retiring before age 65, but the additional benefit paid to those retiring with 20 years or more of continuous service will not be paid.

### **Age 55**

You may retire as young as age 55 if you receive permission from the Company. The pension you receive will be calculated using the formula for normal retirement at age 65. This amount of pension will then be reduced to offset the cost of paying benefits before your normal retirement date. The amount of this reduction varies depending on the number of months you begin receiving pension payments before your normal retirement date.

You may retire early and choose not to begin receiving your pension benefits immediately. This will decrease the reduction made to your pension because the reduction to your pension is based on the date that benefits begin, not the date that you retire. The less time between the first payment of pension benefits and your normal retirement date, the larger the monthly payment.

## **NORMAL AND OPTIONAL FORMS OF PENSION PAYMENT**

### **Normal Form**

Pensions are normally payable monthly for your lifetime with the guarantee that, if you should die before 60 monthly payments have been made, the balance of the 60 payments will continue to your beneficiary or estate.

### **Optional Forms**

Instead of the Normal Form, you may select an optional form of pension that better suits your needs. The exact amount of monthly pension under an option form will depend on the option chosen.

#### **Option 1**

A decreased monthly pension for life but with at least 120 monthly payments *guaranteed* even if you die in the first 10 years.

#### **Option 2**

A decreased monthly pension payable for life and continuing for the lifetime of any person you choose, if that person is still living at the time of your death.

#### **Option 3**

An increased monthly pension payable only for as long as you live. Since no payments will be made after your death, this option is not recommended for members with dependents.

## **PAYMENTS ON DEATH BEFORE RETIREMENT**

### **While employed by Hilroy**

#### **Before age 62**

Your beneficiary will receive a cash payment equal to your contributions and the interest they have earned plus a percentage of the Company's contributions on your behalf. The portion of the Company's contributions on your behalf that your beneficiary will receive is based on your years of **credited service**.

Years of Credited Service	Percentage of Company Contributions
------------------------------	--

less than 11	0%
11	20%
12	40%
13	60%
14	80%
15	100%

After age 62

Your beneficiary will receive monthly payments for five years. The amount of the monthly payments will equal the monthly pension payments you would have received had you retired at the beginning of the month during which you died. The first cheque will be payable on the first of the month that follows your death.

**IF YOU LEAVE THE COMPANY**

Less than **five** years of continuous service

You will receive a refund of your contributions plus the interest that they have earned.

Five or more years of continuous service and less than age 45

You may choose either:

- a refund of your contributions plus the interest that they have earned
- OR
- a pension payable at your normal retirement date. You must leave your contributions in the plan if you choose this option. The pension that you receive will be based on your contributions and percentage of the Company's contributions made on your behalf. The percentage of the Company contributions to which you will be entitled:

<b>Years of Credited Service</b>	<b>Vested Percentage</b>
less than 5	0%
5	20%
6	40%
7	60%
8	80%
9	100%

After choosing this option, you may later change your mind, before age 65, and receive a refund of your contributions plus interest.

**Ten or more years of continuous service and age 45 or older.**

You will receive a pension at age 65 calculated using the formula for normal retirement. Your contributions must remain in the plan.

You may choose to withdraw some of your contributions and have the pension payable at age 65 reduced based on the amount withdrawn. You may withdraw:

- any contributions made before January 1, 1965, plus the interest on those contributions.
- 25% of the commuted value of the pension payable at age 65.

## PLANT RULES

These rules are not for the purpose of restricting rights of employees but to help employees by defining and protecting the rights of all.

The following rules cover your employment at Hilroy and non-observance may result in the Company taking disciplinary action up to and including dismissal.

### PUNCTUALITY AND ATTENDANCE

1. Failure to record time of arrival or departure from the premises. Knowingly recording the time of another employee or permitting another employee to record your time. Punching time card more than ten minutes before starting time or inore than ten minutes after quitting time. Entering plant more than one half hour before starting time or leaving plant more than one half hour alter quitting time.
2. Absence from work without notification. You must telephone number 782-5970 and state your NAME, DEPARTMENT NUMBER, SHIFT, SUPERVISOR'S NAME, REASON FOR ABSENCE, AND TIME AND DATE YOU EXPECT TO RETURN TO WORK. If unable to state date, or approximate date of return you must telephone in for each day of absence. Lateness in reporting for work must also be notified to the above number whenever possible.  
Absence from work because of imprisonment
3. Failure to maintain punctuality and regular attendance at work. You are expected to be ready to commence work at the starting hour and immediately after a rest or lunch period.

### DEPORTMENT

4. Leaving your own work area or department or the plant (during working hours) without permission of your supervisor. Entering or leaving the premises other than by the Employee's Entrance adjacent to the Shipping Office.
5. Refusal to obey orders of supervisors; failure to do assigned work or failure to follow job instructions.
6. Defacing or removing of notices or signs posted with Company approval or the posting or distribution of written or printed matter of any description without specific written authority of the Company.

7. Soliciting or collecting contributions or conducting lotteries or other games of chance without specific written authority of the Company.
8. Creating or contributing to unsanitary conditions, immoral conduct, indecency or molesting an employee.
9. Sleeping while on duty. Possessing, drinking, using or being under the influence of habit forming or illegal drugs or alcoholic beverages on company premises at any time.
10. Wasting time; loitering in toilets or in other Company property during working hours or washing up before quitting time unless authorized to do so.
11. Disregard of safety practices; failure to report illness or injury which occurs during working hours. Smoking in prohibited areas.
12. Fighting, horseplay, running or other unbecoming conduct on Company premises.
13. Threaten, intimidate, coerce or interfere with employees in the rightful performance of their duties.
14. Using vending machines and cafeteria other than during lunch and paid relief periods.

**WORK PRACTICES**

15. Incorrectly reporting production time
16. The abuse, destruction, neglect, defacing or removal of Company property, tools or equipment or of other property, tools or equipment left on Company property.
17. Operation of tools, machines or equipment to which an employee has not been specifically assigned by a supervisor.
18. Limit or restrict work output.

**GENERAL**

19. Theft of the property of the Company or its employees or the property left on Company premises, or receiving stolen property.
20. Failure to notify the Company of a change of address.
21. Such language or actions which are not normal to the operation of a business or which common sense would not permit.



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