

COLLECTIVE AGREEMENT

Between

CULINAR FOODS INC.

London, Ontario

- and -

**THE AMERICAN FEDERATION
OF GRAIN MILLERS
INTERNATIONAL UNION**

AFL - CIO - CLC

Effective: May 1, 1995

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COLLECTIVE AGREEMENT

BETWEEN:

CULINAR FOODS INC.
LONDON, ONTARIO

(Hereinafter referred to as "the Company")

AND

THE AMERICAN FEDERATION
OF GRAIN MILLERS

INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL 242,
(Hereinafter referred to as "the Union").

Article 1 - Purpose:

1.01 The general purpose of this Agreement is to maintain satisfactory relations between the Company and its employees, to promote the mutual interest of the Company and its employees, to provide orderly collective bargaining relations, to provide a procedure for the prompt disposition of grievances, and to develop and maintain mutually satisfactory hours, wages, working conditions, efficiency and safety.

TERMINATION OR MODIFICATION:



1.02

- (a) This Agreement, which supersedes all other, written, express or implied, will continue in effect until the 30th day of April 1997, and will continue in effect from year to year thereafter unless either party gives notice of its intention to terminate or to seek amendments to this Agreement within a period of not more than ninety (90) days prior to the date of expiry.

- (b) In the event that either party gives notice seeking amendments, negotiations will commence within twenty (20) days after receipt of such notice and if as a result of such negotiations, the parties fail to negotiate a new Agreement or modification of the present Agreement prior to the date of termination, then this Agreement will terminate on that date.

- (c) It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

GENDER:

1.03

- (a) Except where clearly indicated otherwise, reference to the masculine pronoun shall refer to either sex.

DISCRIMINATION:

- (b) It is agreed that the provisions of this agreement shall be applied to all bargaining unit employees without discrimination in regard to race, colour, religion, sex, age, handicap, or national origin. Such employees who claim that he/she has been discriminated against with regards to rights guaranteed by this agreement, may grieve as provided in Article 10.

Article 2 - SCOPE AND RECOGNITION:

2.01 The Company recognizes the Union as the sole collective bargaining agent of all employees of the Company at its London Plants, save and except supervisors, persons above the rank of supervisors, plant nurses, office and sales staff, and watchmen.

2.02 A full-time employee is one who is hired to normally work forty (40) hours per week.

Article 3 - UNION SECURITY:

3.01 All employees covered by the terms of this Agreement will be required to become and remain members in good standing in the Union as a condition of continued employment.

3.02 All employees will pay Union dues after three days of work. This payment of Union dues will not be refunded, but will in no way change the new employee's status as a probationary employee. All new employees will become and remain members in good standing in the Union upon completion of forty-five (45) working days of service as defined in section

14.02 of Article 14, as a condition of continued employment. The Company will notify new employees of this condition of employment at the time of hiring and will require a signature on the "Application Form" at that time.

3.03 CHECK-OFF:

The Company will, for the term of this Agreement, deduct Union dues, sums collected from weekly dues will be forwarded along with a record showing for whom the deductions were made, to the financial secretary no later than the **last** day of each week. When an employee has been off on weekly indemnity and returns, no more than 1 week union dues of back premiums will be taken off any one pay. Initiation fees will also be deducted after forty-five(45) working days and submitted to the Secretary-Treasurer of the Union.

Article 4 - NO STRIKES OR LOCKOUTS:

4.01 The Company agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.

4.02 The Union agrees that there will be no strike or other collective action which will stop or interfere with production, deliveries or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement and to return to or resume work and perform their duties in the normal manner.

Article 5 - MANAGEMENT RIGHTS:

- 5.01 Management of the business of the Company, the direction of its working forces, the securing of efficient operation of the plant, the schedules and quantities of production and methods, processes and means of production and distribution are the exclusive functions of the managerial and supervisory staff of the Company.
- 5.02 Management shall determine the kinds of products to be manufactured, processed and/or distributed by the Company. The equipment, materials and processes shall be those deemed by Management most suitable for its requirements.
- 5.03 Management shall maintain order, discipline and efficiency.
- 5.04 Subject to the limitations of this Agreement, Management will hire, promote, transfer or demote employees and suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employees to enter into the grievance procedure as contained herein. The Union recognizes the right of the Company to institute and enforce reasonable rules and regulations, a copy of which will be given to all employees. Any changes to or any new rules will be discussed with the Union prior to being posted on the bulletin boards. Copies if changed, or new rules, will be given to the Union.

5.05 The Company will not contract out any work which is normally performed by members of the bargaining unit, contracts in force as of the effective dates of this Agreement excepted. When outside contracts are necessary, the Union will be notified in writing at least forty eight **(48) hours before any** work commences, in order that representation may be made to the Company. Before contracting out any work, the Company will meet with the Union Grievance Committee or appropriate union steward to explain to them work to be contracted, why it is necessary to contract any such work, and the approximate time that will be required to perform the work. It is the Company's and Union's understanding and intent to co-operate in the case of emergencies or unusual circumstances. Only bona fide Union labour will be employed on any contracted work on Company property, if available in the City of London at a reasonable competitive cost. Current list of annual contracts will be given to the Union and reviewed once every year.

5.06

- (a) Employees will not be required to, or be penalized for, refusing to cross a picket line where a legal strike is in progress.
- (b) The Company will not knowingly purchase or use material from a Company where a legal strike is in progress, if it is able to secure such material from other sources without unreasonable delay.

- (c) **The Company agrees that it will** not knowingly manufacture, process or package any product normally produced by another Company where a legal strike is in progress for the purpose of assisting the employer to maintain operations or market.
- (d) The Union agrees to meet with the Company in an attempt to work out a satisfactory solution to the above-mentioned problems which is acceptable to both parties.

Article 6 - NEGOTIATING COMMITTEE:

- 6.01 The Company recognizes the right of the Union to appoint or otherwise select a Negotiating Committee of not more than **seven (7)** employees, and will deal with the said Committee on such matters as are properly the subject of negotiation during the term of this Agreement, including proposals for the renewal or modification of this Agreement at the proper time.
- 6.02 International Representatives of the Union may be present at any meeting held under this provision if their presence is requested by either party hereto.

Article 7 - STEWARDS:

7.01 The Company acknowledges the right of the Union to appoint or otherwise select stewards to assist employees in presenting their grievances to the appropriate **supervisor**. A list of such stewards and areas within which each one is to normally function **will** be a matter of record between the Company and the Union. The Company will not be obliged to recognize any steward until notified, in writing, of their name and area in which the steward is to normally function.

Article 8 - GRIEVANCE COMMITTEE:

8.01 The Company recognizes the right of the Union to appoint or otherwise select a Grievance Committee of not more than four **(4)** Union officers plus **one (1)** steward as observers and other stewards concerned to be called in singly as necessary.

Article 9 - RELATIONSHIP:

9.01 It is mutually agreed that employees will not be eligible to serve as stewards or members of any committee established under this Agreement, until after they have served their probationary period in the employment of the Company.

9.02 Officers and stewards, required to be absent from their regular duties for the purpose of investigating and processing grievances and complaints will notify their supervisor, who will arrange the necessary relief as soon as possible. it is understood that only under emergency conditions shall a supervisor

refuse to grant permission to stewards to leave their job(s) for necessary steward's duties. It is agreed that stewards will only absent themselves from their duties for the length of time necessary to investigate or adjust a complaint or grievance and will report to their supervisor immediately upon their return to their job. The Local Union President will be assigned to work on day shift. The same absence from work for Union business regulations as govern other Local Union officials will apply to the President.

- 9.03 The Company agrees to permit stewards and committee members, including the negotiating Committee, reasonable time off from regular duties to attend to matters properly coming under the provisions of the Agreement and that in accordance with this understanding, will compensate them at regular rates of pay for time allowed off during regular working hours.
- 9.04 The Union agrees to keep the Company currently informed, in writing of the names of the stewards and committee members. The Company will not be asked to recognize any steward or committee member until such notification from the Union has been received.

Article 10 - COMPLAINTS AND GRIEVANCES

- 10.01 It is the mutual desire of the parties hereto that complaints of employees will be adjusted as quickly as possible. It is understood that a formal grievance may not be filed until the employees have contacted their supervisor giving them an opportunity to adjust the

complaint or answer the question within the **next regular workday**, or any longer period which may be mutually agreed upon by the employee and supervisor concerned. Employees may be assisted by any Steward in their Department.

- 10.02 Employees will be allowed reasonable time *off* to register complaints or questions during working hours after securing permission from their supervisor.
- 10.03 Failing satisfactory adjustment or answer, the following steps of the Grievance Procedure may be invoked in order, provided the grievance is reduced to writing within three (3) working days of the answer to the supervisor and within ten (10) working days of the time the facts giving rise to the grievance became known to the employee.
- 10.04 The following procedure shall be followed in a sincere effort by both parties to reach a mutually satisfactory settlement.

STEP 1

(a) The written grievance will be signed by the employee and the steward and be delivered to the supervisor concerned.

(b) The supervisor concerned will state a decision in writing, with appropriate reasons and return the grievance and signed statement to the employee, with a copy to the steward and the Local Union President within **three (3)** working days.

(c) Failing settlement, the grievance may, within two (2) working days following the decision of the supervisor, be referred to and dealt with under the following Step 2.

(d) Grievances may be registered during regular working hours at the reasonable convenience of the supervisor during that shift.

NOTE: The term supervisor shall not include any bargaining unit personnel.

STEP 2

The steward and the aggrieved will meet with the **appropriate manager (and Industrial Relations Manager on request)**, or their designate within five (5) working days. The President of the Union or his/her designate will be present at Step 2 meetings. A written answer to the grievance will be given by the appropriate Company official within two (2) working days following this meeting. If no settlement is reached at this stage, the grievance will be referred to a meeting of the Grievance Committee and Management of the Company.

STEP 3

(a) If the reply of the appropriate **manager** is not satisfactory to the aggrieved, the grievance shall be referred, within three (3) working days following the date of the **manager's** reply, to the appropriate Director. The Director and/or such other persons as may be designated by the Company, will meet with the Union Grievance Committee within a further five (5)

working days to discuss the grievance. The Director or his designate will give a reply to the grievance, in writing, within five (5) working days after the said meeting has been held.

(b) Failing settlement within a period of five (5) working **days following the meeting, at the** request of either party, the grievance may be referred to arbitration as provided hereinafter.

10.05 Any **of** the time limits provided in this Article may be extended by mutual agreement between the Company and the Union.

10.06 If a grievance is to be referred to arbitration, the party requesting arbitration will **do** so within ten (10) working days after receipt of the other party's answer at Step 3 of the grievance procedure. Nothing in the grievance procedure will prevent representatives from either party from reviewing matters and trying to reach an agreement before going to arbitration.

Article 11 - ARBITRATION:

11.01 When either party requests that a grievance be submitted to arbitration, they will make such request in writing, addressed to the other party, after the grievance has been dealt with in Step 3 of the Grievance Procedure and at the same time will suggest the name of the sole arbitrator. The other party will have ten (10) working days to accept or to suggest the name of another arbitrator. **If** the parties cannot agree on the sole arbitrator within the above ten (10) working days, the party requesting

arbitration will request the Minister of Labour for the Province of Ontario to appoint the sole arbitrator.

- 11.02 Each party will jointly and equally bear the expense of the sole arbitrator.
- 11.03 No matter may be submitted to Arbitration which has not been properly carried through all appropriate steps of the grievance procedure.
- 11.04 The sole arbitrator will not be authorized to alter, modify or amend any part of this agreement, nor to deal with any matter not covered by this agreement.
- 11.05 In suspension or discharge cases, the arbitrator will have authority to deal with such matters properly before it in any manner which it deems just and equitable in the circumstances of the case. All reasonable arrangements will be made to permit the arbitrator to fully investigate all the circumstances relating to the grievance.
- 11.06 The proceedings of the arbitrator will be expedited by the parties hereto. The decision of the arbitrator will be final and binding upon the parties hereto.

Article 12 - POLICY GRIEVANCES:

12.01 Either the company or the union executive committee may file a policy grievance over any dispute or alleged violation arising out of an interpretation of a section of the collective agreement, which will be presented in writing, dated and signed **by** the aggrieved party to the other party. A meeting, as set out in Step 3 will be held between the parties within five (5) working days **after** receipt of the grievance. Failing settlement, the matter may be referred to arbitration in the same way as the grievance of an employee as set out on 10.06 above.

12.02 International Union representatives may be present at any meeting held under the provision of this Article, if their presence is requested by either party.

Article 13 - DISCHARGE AND DISCIPLINE:

13.01

a) Verbal warnings will be given in the presence of a steward. A copy of written warning notices will be given to the affected employee and the employee's regular area steward.

13.01

b) **Any employee permanently demoted or transferred from their job posting will be considered a special grievance and will be treated as in Step 3 of the grievance procedure.**

- (a) **A claim by a suspended or discharged permanent employee that the suspension or discharge from employment is unjust will be considered a special grievance and will be treated as in Step 3 of the Grievance Procedure. Any employee discharged or suspended will have the right to be represented by the union president or his/her designate at the time. In the event the president or his/her designate is not available, the employee will have the right to representation by any steward available. An employee returning to the plant on the matter of a grievance will report to the Administration Office before entering the plant proper. Such grievances will be lodged with the Manager **Industrial Relations**, in writing, within three (3) working days from the date of the suspension or discharge. Such grievances will be heard by the appropriate Director or his designate within a further three (3) working days. At this hearing, employees will be accompanied by their steward and the President of the Local Union, or his/her designate, if the employee so desires, and the matter will be treated as in Step 3 of the Grievance Procedure.**
- (b) Such grievances may be settled by confirming the Company's action in suspending or dismissing the employee, or by reinstating the employee without the loss of seniority with full compensation for the time lost, or by any other arrangement which is mutually considered just and equitable by the parties. *if the suspension*

or discharge is confirmed by the Director or his designate, then the matter may be referred to arbitration as provided in Article 11.

- (c) Personnel files will be kept intact, however, for disciplinary actions, records will be disregarded after 18 months from the incident. Employees who wish to have access to their own personal file, under supervision of management, must submit the request in writing to the **Administration Department**. Request will be granted (unless abused) within a reasonable period of time.

Article 14 - SENIORITY:

- 14.01 Seniority will provide employees with security based on their continuous employment with the Company dating from the employee's most recent date of hire.
- 14.02 Employees having less than forty-five (45) working days of service will be considered probationary employees and will have no seniority rights during this probationary period, except that such employees will be given the opportunity to return from lay-off before new employees are hired. It is understood, however, that summer students will not accumulate any seniority rights.
- 14.03 Seniority lists of permanent employees will be maintained **by** the Company and revised every six (6) months. All seniority lists will be posted on the bulletin boards of the Company and a copy supplied to the Union President, Union Executive, and Stewards.

14.04 AREAS AND DEPARTMENTS:

14.04 a) Areas and departments are defined as:

	Areas	Departments
i)	Biscuit/Cracker Packing	Packing
ii)	Chocolate /Caramel Packing (including lozenge, Hard Candy tray-off and twist wrap functions)	Packing
iii)	Mixed Candy Packing	Packing
iv)	Mixing/Baking	Process
v)	Cream & Gum (including cooking, sanding, oiling)	Process
vi)	Panning	Process
vii)	Hard Candy/Caramel	Process
viii)	Material Handling (including shipping/receiving, store, material handling and plant services)	Material Handling
ix)	Maintenance (including building maintenance and groundskeeping)	Maintenance
x)	Sanitation	Services

14.05 STAFFING PROCESS

(I) Employees will be assigned weekly according to the needs of the operation. As changes in the schedule occur during a week as a result of production changes, the company will re-assign affected employees as in (II) below.

(II) Monday's schedule will be staffed by the most senior qualified people from the area which determines the area and shift for the week.

When staffing requirements decrease during the week in an area, on a shift, loss of area and shift will be by reverse seniority.

Once out of their area or shift employees who had been scheduled on Monday will be assigned as per 14.05 (III). Except for the above all other staffing process and rules as per 14.05 and 14.06 applies.

(III)(a) Area operations will be staffed by the most senior qualified employees who have sufficient seniority to remain in their area . However, once assigned in an area during a week, employees will not move or be displaced (except if provided for in this article) unless they have no seniority to remain in the area, then 14.05 (11) c. and d. applies.

(b) When staffing requirements increase during the week in an area, on a shift, employees coming into the area will be placed on vacancies.

An employee who is on the same shift will be placed in his/her area on a one on one (i.e. - the available person in the plant or the next person to be recalled from lay-off can fill the position) move later in the week if this is possible without affecting the efficiency of the operation.

(c) When staffing requirements decrease during the week in an area, on a shift, loss of area and shift preference will be by reverse seniority.

14.06 STAFFING RULES MONDAY SCHEDULING

a) Employees scheduled on Mondays (as in 14.05, II) will be assigned to their shift, their grouping and then to their posting, if they have enough seniority to work in their area. This provision will supersede article 14.06 c) provided the area runs all week.

i) Employees will be moved off group 4 and group 3 jobs to accommodate seniors in their area.

ii) Senior qualified employees who **did** not have sufficient seniority to be placed in their area on Monday will be placed in areas which run all week.

Juniors in an area will be assigned first to an area that is not scheduled to run all week. If it is obvious that a job will not run **the** full shift, then the company will endeavour to assign the junior qualified employee to those **jobs**.

iii) Job assignment may run across process

lines during the week. (i.e. - mixed candy (B1, B2,B3, etc.); Cracker(Oven #2, Oven #4, etc.); Cream & Gum (#2 N.I.D., #3 N.I.D., etc.)

iv) Vacancies that cannot be filled by available employees will be filled by moving the junior qualified employees on shift, then on the opposite shift. In all cases consideration will be given to moving the fewest number of people possible, this may result in not moving the most junior employee.

v) Employees who fail to make it in their own group will bump on the lowest group (i.e. - unable to make in their group 5 job will go to a group 3 job)

vi) Employees are placed in their posting when they have enough seniority to be in their area, shift and group. (only place seniors on paid lunch after postings are satisfied).

vii) Weekly schedule will indicate shift and area and will be posted by 2:30 p.m. Thursday and can be revised up to Friday 12:00 noon.

The daily schedule will indicate the area, start time and job and will be posted no later than 2:30 p.m. the regular work day prior.

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b) When staffing requirements increase during the week (as in 14.05, III, b) shift, groupings and then postings will be respected on the vacancies by seniority, amongst employees coming into their area.

i) If no one on one change can be made to return an employee to his area, a vacancy will be filled by a qualified employee on lay-off, then, will be filled by the senior qualified employee that is not receiving his rate, on the same shift.

ii) Vacancies that cannot be filled according to (i) or by available employees, will be filled by moving the junior qualified employees on shift, then on the opposite shift, In all cases consideration will be given to moving the fewest number of people possible, this may result in not moving the most junior employee.

iii) Employees on 11-7 will only change shift as a last resort.

iv) If the scheduled job does not start on any specific day, the employees will be assigned alternate work in any area and failing this, displace the juniors on shift in their area, then the plant for the day.

v) Employees called in from lay-off will be assigned to their shift and then to the day shift by reverse seniority.

DECREASES DURING THE WEEK

Affected employees will:

- i) bump the most junior on shift in their area on a **job** which they are qualified or failing that, (**employees** not from **the area** will be reduced out of the area prior to any employees from their area unless prevented due to qualification requirements, changing shift or lay-off)
- ii) will **fill** vacancies, then bump the most junior on shift in their department on a job they are qualified or failing that, (employees not from the department **will** be reduced out **of** the department prior to any employees from their department unless prevented due to qualifications, changing shift or lay-off)
- iii) will **fill** vacancies, then bump the most junior on shift in the plant, or failing that
- iv) will fill vacancies, then bump the most junior on the opposite shift in the plant on a **job** they are qualified to do.

- v) Failing this, the employee will **be** laid off.
- II i) On emergency breakdown which can include unplanned events from machine breakdown to material shortage, the employee whose job is down will fill a vacancy or be provided with alternate work in any area. Failing this, the junior not from the area will **be** reduced prior to bumping.
- ii) In cases where a line is shut down to accommodate another production area, the employees not from the area will be reduced out prior to bumping.
- iii) When a reduction takes place part time employees are reduced and the position is filled like a normal vacancy.

GENERAL

c) Employees on jobs that have rotating shifts will be required to work all shifts when necessary.

The packaging department 11 - 7 shift will be staffed with junior qualified employees. A weekly volunteer's *list* will be maintained and volunteers will be placed on a one to one exchange provided this does not result in the displacement or lay-off of employees **who** have seniority to work in the department or plant. Assigned **A** & **B** shifts should be staffed by reverse seniority on 3-11.

d) Senior employees who **do** not make it on their job posting may fill vacancies or displace the most junior employee only on jobs they are qualified as per the J.S.I.

e) A vacancy is defined as an opening in an area where **there is** non-sufficient labour in the area to fill job(s).

f) These articles (14.05, 14.06) may not be construed as preventing the company to assign any junior qualified employees to meet its daily operational requirements.

g) The company will endeavour to find alternate work for employees in order to avoid a shift change.

h) Employees will be responsible to find their own qualified replacement from another shift for appointments that conflict with their assigned shift and will have the change approved by their supervisor in writing.

If employees have their shift changed by the company without notice on the prior working day and they have a pre-arranged commitment, then the supervisor will make arrangements to relieve the employee for such commitment.

i) An employee reporting for work more than 15 minutes late without just cause and who has not called in prior to his/her start time, may not be placed if he/she has been replaced.

If the employee has been replaced, then available work will be at the discretion of the

supervisor/scheduler.

An employee who calls in and notifies his/her supervisor or the scheduler prior to the start of his/her shift will be placed if he/she reports within one hour of the start of his/her shift.

j) If a steward secures a change with another employee on the opposite shift and each are qualified to **do** the other's **job**, permission will be given to change in order to attend steward's meetings.

k) The Administration Office has complete listings of area and department seniority which can be referred to by the Union.

l) Employees on lay-off who are scheduled to work will be called by the scheduler. Personal contact must be made in all cases acknowledging the scheduled shift. When personal contact is not made and the employee does not call by 2:00 p.m. of the day prior to the scheduled shift, the scheduler will schedule the next senior qualified employee.

m) When scheduling changes occur after the schedule has been posted, employees will be moved to effect the least number of changes.

n) Employees who may no longer have the physical requirements to perform the **job** will be considered not qualified for the **job**.

o) Employees will maintain their rate in their department.

(p) When the schedule is changed after 6:00 a.m. Friday, the scheduler **will** telephone any employee (from the 11 - 7 shift finishing Friday morning) to advise them of changes which affect them.

14.07 ABSENTEEISM AND CALL-INS

a) (i) Employees returning to work during the week, must call in prior to 12:00 noon the day before returning from an absence in order to be placed the next day.

(ii) Employees returning to work for the following Monday must advise the scheduler by Wednesday noon or they will be scheduled to fill vacancies as in 14.07 b).

b) Employees returning to work after being absent for any reason (except if employee is off with regular pay by company or union, or written permission from the supervisor obtained prior to Wednesday 12:00 noon of the week prior to the absence) will first fill a vacancy in their area, department, then plant on their shift or then on opposite shift. Failing this, the employee will displace the most junior employee on any shift in the plant.

c) When the employee filling the vacancy due to an absence for company or union pay is taken off a **job** he would have been doing all week, he shall be returned to the same job if his seniority permits.

- d) Vacancies due to a call-in from a scheduled worker will be replaced by another worker who has been called-in for the day. Upon his/her return 14.07 b) applies.
- e) Workers called in to replace an absent worker will be placed in the vacant spot. However, supervisors will place the worker within the area/department at their discretion as to qualifications and seniority on a one to one basis.
- f) Employees called in by telephone for that day of work will be taken strictly in order from the seniority list. If employees in turn cannot be contacted , including repeated busy signals, they shall be by-passed for the next in turn. Employees knowing they were by-passed may contact the **scheduler** to inquire if work is available for them.

14.08 Seniority status, once acquired, will be lost and employment terminated only for the following reasons:

- a) Voluntary resignation
- b) Discharge for just cause
- c) Lay-off in excess of one (1) year
- d) Lay-off in excess of eighteen months for employees with five (5) or more years of seniority.
- e) Failure to return to work after a lay-off within seven (7) working days after proper notification by registered mail has been sent to the employee at the last address appearing on the records of the company.

f) Employee who is scheduled for work fails to report for work or call in for 3 consecutive days, unless the employee was totally incapacitated to do so for just cause.

g) Absence from work for sickness or accident for a period of 24 months.

14.09 Correct phone numbers and addresses are the responsibility of the employees, who must keep **the scheduler** informed.

Article 15 - LAY-OFFS

15.01 When employees are scheduled to be laid off from the plant, such lay-offs will be in order of reverse seniority.

15.02

a) When an employee is scheduled or displaces another through the exercise of seniority according to 14.05 and 15.01, this may only be done when that employee has the ability and qualifications to do the job without training (i.e. capable of performing the job safely and efficiently after a maximum of one (1) hour. Refer to J.S.I. article 16.06.

This article is applied to all cases of displacement by seniority except where otherwise specifically indicated in another part of **the** agreement (example: 22.04 Job Elimination).

b) **Employees who may not possess the physical requirements (whether inherent or arising out of illness or injury and) who have enough seniority to hold a job will be**

deemed not qualified in jobs which they no longer have the physical abilities to perform (article 16.06 b) and will exercise their seniority on jobs they are qualified as per 15.02 a).

15.03 Should there be a cutback in production within two (2) hours from the completion of the scheduled shift, then seniority will not apply except that summer and probationary employees would be displaced by permanent employees in accordance with seniority.

15.04

(a) Notwithstanding their position on the seniority list, Union Officers (President, Vice-president, Recording Secretary, Financial Secretary-Treasurer) will have top seniority throughout the Company's operation in the event of lay-off and recall.

(b) Recognized stewards shall have top seniority in their respective **area**, and shall not be displaced by any of the above named officers. In the event of a lay-off and recall, the steward with the greatest seniority shall be retained or recalled.

15.05 Employees exercising seniority rights to avoid a lay-off who take work in other than their regular area shall receive that rate of the job to which they are assigned. Employees assigned to jobs other than their own for the convenience of the Company shall receive the rate of the job or their regular rate, **which ever is the greater**. When an employee works on a higher rated job for four **(4)** hours or more, that employee will receive the higher rate for that shift.

15.06 The company will give the Union President a written notice as soon as possible regarding a major plant lay-off which is expected to be in excess of five (5) consecutive days of work. A notice will be posted on the bulletin boards in the department concerned.

Article 16 POSTING OF JOB VACANCIES

16.01

(a) When a job vacancy occurs and a replacement is required, a notice of job vacancy including the job classification rate, title, summary job write-up, area and effective date will be posted plant wide for five (5) regular work days.

(b) Applications will be considered first by area, then department then total plant. The successful applicant will have the greatest seniority and be capable to perform the work or be given a fair trial or training period which length is determined in schedule I. Senior applicants who are refused the job vacancy and applicants found unsatisfactory

and removed from the job before or at the end of the trial/training period indicated in schedule I will be given the reasons in writing by the appropriate supervisor. When found unsatisfactory applicants will be returned to their previous jobs as soon as a replacement is available under the bidding procedure. Grievances arising out of such refusal will be referred directly to step 2 of the grievance procedure.

Within 30 working days a successful applicant may indicate his desire to return to their former job.

- (c) The name of the successful applicant along with the award date and effective **date** will be posted three (3) working days from the close of bidding.
- (d) It will not be necessary to re-post a job in the case of an applicant returning to this former job within 30 working days, under this article and applications will be considered from among the original bidders.
- (e) **An employee who is successful on a job posting will not be eligible to bid on other postings for a 12 month period from the effective date, unless no other internal applicants qualify.**
An employee will not be allowed to bid into another **job** and later return to his original job more than twice in any one (1) year.
- (f) Employees who elect to withdraw or are returned to their former job will not be deemed

to have qualified for the job.

- (g) A successful applicant will be paid his own rate during the trial/training period as indicated in schedule I. He will receive the rate of the new job once he qualifies at the end of the trial/training period or earlier should supervision establish that he qualified before the end of that period.

If deemed qualified before the end of the 30 day period indicated in 16.01,b, the applicant will be required to exercise his option at that moment.

The number of days spent on a job prior to successfully bidding on a job will be considered as part of the trial/training period, as long as 30 days is left to the period of assessment.

- (h) A new employee who is successful on a job posting will receive the probation rate (except for groups 7, 8 and 9) for the first 45 days. Following the probationary period of 45 days the employee will receive the rate of the job provided he has qualified according to the trial/training period of Schedule I.

16.02 Employees absent from work due to illness, vacations, leave of absence (not exceeding four weeks from posting the notice) or lay-offs, and who are eligible to bid for the openings, will be considered along with other eligible applicants and, if selected, the job will not be filled permanently until the absent employee returns to work.

An employee absent under the above noted

conditions will be required to apply no later than five (5) working days following his return to work in order to be considered.

16.03 Skilled trades jobs will be posted on the Department bulletin board as in 16.01. If no suitable applications are received, the posting will then go Factory-wide. If no applications are received for a posted job, or, if of the applicants, no employee has the required certificate, the Company may hire a new employee.

If required, the Company will post factory-wide for apprentices and register same under the Provincial Regulations. If no suitable applicants are available the Company may hire a new employee. Apprentices are not subject to lay-off or bumping.

16.06 JOB SKILLS INVENTORY

- (a) In order for employees to identify skills for which they are qualified under the Skill Inventory they must meet one of the following criteria:
- currently hold the **job** posting
 - currently hold the posted rate
 - must be a regular relief on the **job**
 - must have done the **job** in the last two (2) years.
- b) Employees will be listed as being skilled on group 3 and 4 jobs requiring one hour or less training provided they are physically capable of doing the **job**.

- c) Employees who have not done a job for two (2) years will be **asterisked** and they will bump and be given a trial as in 15.02 a) or b).
- d) Employees will be responsible for updating their J.S.I. with newly acquired skills in writing by means of a J.S.I. update form. Before amending the J.S.I. update forms must be approved by the Production Manager.
- e) The J.S.I. will be kept in the Administration Office and will be updated on an on-going basis. Whenever a change **is** made to **an** employee's **J.S.I** a revised copy will be forwarded **to** the employee.

16.07 TRAINING ADMINISTRATION

- a) Training can be done by the senior qualified posted employee who possesses the minimum abilities required to successfully complete the trainer's program, Refer to schedule I for trainer's rate. Trainer's rate to apply when supervision determines that training is required for a full shift.

b) **JOB SKILLS** TRAINING

Training will be offered by seniority within an area first, then department, then plant. Employees must train first on jobs held by juniors in their area first, then department in order to stay in their area and avoid lay-off. Priority of training will be given to posted employees and then to those senior employees that are most likely to be displaced out of their area.

Article 17 - LEAVE OF ABSENCE:

17.01

- (a) The Company may grant Leave of Absence to any employee for legitimate reasons. Such leave of absence will be in writing and seniority will continue to accumulate as though the employee were actually at work. The Company may refer such applications to the Medical Centre for advice before making a decision on the application or may require a statement from a Medical Doctor in support of such application. Twenty-five (25) year service employees will be granted Leave of Absence during, June, July, August and September on one occasion only.
- (b) **Leaves of absence and vacations granted under the 25 year of service leave may not exceed a total of 8 weeks during the period June 1st through September 30th (3 weeks of which must be vacation).**
- (c) **Leaves of absence of 5 days or more must be approved by the appropriate manager.**

17.02 Company will grant Leave of Absence to Union Officers and no more than four (4) other employees at one time delegated to attend Union conferences and conventions, provided one weeks notice is given to their production manager.

17.03 The Company agrees to grant Leave of Absence to Union Officers to accept a full-time Union job with the American Federation of Grain Millers Union with retention of seniority

rights.

17.04

- (a) Employees applying for a leave of absence will not be required to use their vacation before leave of absence is granted, if leave of absence is **requested outside the** vacation period.
- (b) Anyone being granted a leave of absence will be given a written copy by the appropriate supervisor **or** manager.

17.05 Any employee engaging in employment other than that referred to in 17.03 above during a leave of absence or extension thereof, may be subject to immediate dismissal.

Article 18 - BEREAVEMENT LEAVE:

18.01 In the event of a death in the employee's current immediate family (parents, including legal adoption) sister, brother (including legal stepsister and **step-brother**) spouse or children, father-in-law or mother-in-law, employees will be entitled to be absent from work for a period of not more than three (3) consecutive regular working days, or, in the case of brother-in-law, sister-in-law, grandparents or grandchildren, one (1) day off with pay when such absence is necessary to make arrangements for and/or attend the funeral, provided acceptable proof is shown where requested. During such absence, employees will be compensated for their straight time regular rates. Company to provide for (1) day with pay for an employee

acting as pall bearer for a fellow employee.

18.02 In the event of the death of an employee's mother or father outside of the country, an employee will be entitled to be absent from work for one (1) day with pay on a scheduled workday falling immediately prior to, after or on the date of the funeral. Such payment will be made at the employee's regular straight time rate, provided acceptable proof is shown where requested.

Article 19 -JURY DUTY

19.01 The Company agrees to pay a full day's pay at the straight time hourly rates for each day an employee is required to serve and does serve on any jury, provided employees would have worked on the day or days actually served on the jury. Employees, however, will be required to turn in to the Company the jury duty fees in order to receive the compensation above provided. Employees subpoenaed as witnesses, except in their own defence, will be compensated in the same manner **as** those qualifying for jury duty pay.

Article 20 - **SEVERANCE PAY:**

20.01 In the event an employee is terminated as a direct result of the closing of the Plant, that employee will be paid severance pay as follows:

- (a) Five (5) years or more of continuous service - 1 weeks pay per year of service to a maximum of 26 weeks.
- (b) Five (5) years or less of continuous service - 1 weeks pay.
(A weeks pay to be the regular weekly hours multiplied by the employee's regular hourly rate.)

20.02 No employees will qualify for severance pay if they are offered employment elsewhere in the Company, or if the closing results from or during a strike at the Culinar Foods Inc. London Plant.

20.03

An employee who accepts severance pay will have no further claim to employment with the Company.

20.04

An employee qualifying for severance pay under the terms of this Article who may also become entitled to severance pay in lieu of notice under Government legislation, will receive either the severance pay provided herein, or the severance provided by legislation, whichever is greater, but not both.

20.05

In the event of the plant closing, wages owing the employees shall take preference, as required by law.

Article 21 - WELFARE AND SAFETY

SAFETY

- a) Employees injured at work while performing their assigned duties and who leave the Plant premises for medical treatment, will be paid for the balance of that shift, providing they report to, or telephone, the **Administration** Office following such treatment.

- b) In the interest of any employee sustaining an incapacitating injury at work or becoming permanently affected by an occupational disease during the course of employment with the Company, the Company and the Union will confer to offer alternative and suitable employment, if such is available, without violating the rights and seniority of any other employee.

- c) When an employee has a Doctor's Certificate referring to a change in job, the Supervisor will send the employee to the Medical Centre. If the Company's doctor and the employee's Doctor agree on the employee's condition, a change of job will be considered, if such is available, without violating the rights and seniority of any other employees.
When a disagreement occurs between doctors, a specialist will be consulted on mutual agreement of the doctors. If further

disagreement, the whole matter will be returned to the Grievance Committee.

- d) The Company agrees that before anyone having a medical restriction resulting from a work injury is placed on a job:
 - i) For temporary assignment; the Management with a Union Designate will meet before the employee is placed on the job.
 - ii) For other than temporary assignment; the Joint Company/Union Worker's Compensation Committee will evaluate the alternatives.
- e) A First-Aid Certificate holder will be present on each shift and emergency instructions will be posted near each First-Aid Box. There will be employees trained in First-Aid on duty at all times and the location of these employees will be posted in prominent locations throughout the Plant.
- f) Any injury requiring medical aid from a doctor or hospital will be sent by ambulance, taxi cab or co-worker. The injured person will not drive himself. Taxi or ambulance connection should be made through the nurse or supervisor.

Any job site where an accident occurs cannot be started up, or cleaned up, until the site has been inspected by a Union member of the Joint Health and Safety Committee or, if not available, by a Union Steward. Please also remember that a work station where a critical accident occurs (as defined under the Occupa-

tional Health and Safety Act) cannot start up until a Health Inspector inspects the site and gives approval.

- g) When a new employee is hired the Company will make sure that they are given a copy of the Safety Rules and Regulations and that such is fully explained to them in the presence of a Union Designate.
- h) The Joint Health and Safety Committee will consist of no less than two (2) non-bargaining unit members and five (5) bargaining unit members including the co-chairman.
- i) The Joint Health and Safety Committee shall designate a Worker Representative and a Company Representative to inspect once a year the plant's physical conditions and unsafe work practices, inspecting at least part of the workplace each month as established by the JHSC.

21.02 The Company will continue to administer the Company group insurance plan which includes:

- (a) Life Insurance for active employees will be equal to annual earnings with a minimum of \$19,000.00 on a basis of \$500.00 increments to a maximum of \$27,000.00 effective **November 4, 1995**. Effective May 1, 1992 a paid up \$2,000.00 policy for future retirees.

- (b) Weekly Indemnity coverage of sixty-six and two-thirds per cent (66 2/3%) of the employee's regular weekly earnings (forty (40) hours at base rate on regular group) to the current U.I.C. maximum. There shall be a 1-1-4-26 payment formula. Income Tax to be deducted at source.

The Company will prepay up to four (4) weeks equivalent weekly indemnity for employees off for reason of pregnancy, if the employee claims and qualifies for Unemployment Insurance Commission benefits. Such advance will be repaid when the U.I.C. benefits are received.

Employees undergoing outpatient surgery in a hospital will qualify for benefits from the first day provided they have a Doctor's certificate of incapacity to work.

- (c) Extended health plan paying for ninety per cent (90%) of specified medical expenses after annual deductibles of ten dollars (\$10.00) for single and twenty dollars (\$20.00) for family coverage. The maximum lifetime benefit will be \$50,000.00 effective May 1, 1992.

DEFINITION OF DRUGS/MEDICATION COVERED UNDER HEALTH CARE BENEFITS

The cost of medication which is necessary for treatment and which can only be obtained on medical prescription by a physician and provided by a pharmacist (medically coded "PR", "C" or "N" in the Compendium of Pharmaceutical and

Specialties)

In addition, medication used for the treatment of severe illness with or without medical prescription and part of the following categories is also refundable.

- o Bronco-dilators
 - o Vaso-dilators Vaso-pressors
 - o Anti-arthritics
 - o Anti-arhythmics
 - o Anti-spasmodic
 - o Anti-convulsive
 - o Insulin and tools necessary for its injection
 - o Anti-coagulants
 - o Anti-anginous
 - o Anti-inflammatories
- (d) The Company will pay 70% of the premium costs of a Dental Plan equivalent to Blue Cross #7, the most current O.D.A. Schedule **as outlined by the ODA** to be in effect. The Plan will contain a \$25.00 deductible with co-insurance on a 100% basis for preventive services, 80/20 basis for basic services, 50/50 basis for restorative services, 50/50 basis for dentures, to be in effect August 1, 1990.
- (e) Eye Care Plan
To provide \$100.00/2 yrs (\$100.00/1 yr for children under 18 years of age) towards prescription glasses or contact lenses effective May 1, 1992.

21.03 The Company will pay **sixty-five** dollars (**\$65.00**) per calendar year effective November **4, 1995** towards the cost of safety shoes **as** approved by the Company for those employees required by the Company, to wear safety shoes, or by Government Dictate. **This** subsidy will be eligible to be carried over **one** year. If required and approved by company an additional pair may be purchased within the **same** year.

In addition, the Company will pay one hundred per cent (100%) of the cost of prescription safety glasses, Company to determine supplier, for employees on jobs where the Company thinks the lenses are necessary.

Article 22 - JOB SECURITY

22.01 Three (3) months notice will be given to the Union to advise of any significant technological change.

22.02

If the context of any job should be changed during the term of this Agreement to a sufficient extent that either an increase or decrease in the job rate should be considered, or a new job established, it will be subject to negotiation with the Union Grievance Committee. If agreement is not reached, the Company will assign a rate and the Union may grieve under Article 12. Any rate agreed to or awarded at arbitration will be retroactive.

22.03

- (a) When a job is to be eliminated, the Company will meet with the Union Executives ten (10) days prior to the proposed elimination, in order that other alternatives can be considered. Failing an agreement, the affected employee and the Union President will be given thirty (30) days prior notice of job elimination in writing.

- (b) When a job is eliminated the former incumbent will retain his former rate of pay or the rate of the new job, whichever is greater, for a twelve (12) month period from the time of elimination.

The former incumbent will also keep bidding rights in his former area for twelve (12) months. Should the employee bid and qualify on another **job** within that year, bidding rights will stop.

22.04 When a job is eliminated the following applies:

- (a) The affected employee with sufficient seniority will be entitled to displace the most junior employee on any job for which the affected employee meets minimum qualifications within the area, then department, then plant. A fair trial period of up to thirty (30) working days will be given the affected employee to establish competency. Failing the trial period, the employee will be laid-off and will apply seniority according to Article (14.05).

- (b) Employees being displaced as a result of job elimination will exercise the same options as in (a) above.

- (c) Employees who become redundant by the reassignment of duties will exercise the same option as in (a) above.
- (d) Affected employees or displaced employees will be paid the rate of the job to which they will become assigned.

22.05 When a reorganization occurs and jobs are transferred to another area, the job incumbents will transfer to the new area. The employee will also keep bidding rights in his former area for twelve (12) months. Should the employee bid and qualify on another job within that year, bidding rights will stop. If the employee requests to remain in his/her own department 22.04 will apply.

Article 23 - UNION ACTIVITIES

23.01 UNION ELECTIONS:

In order to assist the Union during the term of this Agreement to obtain a truly representative vote of employees by secret ballot for the election of Union officers, the Company will provide facilities on its property for the annual election of such officers, outside of working hours, in accordance with present practice. Arrangements for the election will be made between the Company and the Union Executive Committee prior to the date of the election, but it is understood that the vote will be conducted by a Union Election Committee.

23.02 PLANT VISITATIONS:

The business representative of the Union will be granted admission to all properties covered by this Agreement during working hours to interview members of the Union after first receiving permission from the Director Manufacturing or his designate, and with the understanding that there will not be any interruption or curtailment in production. This clause shall also apply to the Local Union President during their off-shift hours.

23.03 BULLETIN BOARDS:

For the convenience of the Union, the Company will provide bulletin boards on which may be posted notices of the Union activities. Such notices will be subject to the approval of the Director Manufacturing, industrial **Relations** Manager or Department Manager before posting.

Article 24 - SCHEDULES:

24.01 The following schedules are hereby annexed to and form part of this agreement:

- (1) A schedule of Job Classifications, Wage Rates.
- (2) A schedule of Work Performance and Efficiency.
- (3) A schedule of Established Work Practices.
- (4) A schedule of Part-Time Employees.
- (5) Letters of Intent and Understanding
- (6) Trades Training

Article 25 - **USE OF PART-TIME HELP**

25.01 It is necessary to employ **both** regular (referred to as "full-time employees") and part-time employees.

Article 26 - GENERAL WORKING CONDITIONS

26.01 HOURS OF WORK

1. No Guarantee:

The Company does not guarantee to provide work for any employee for regularly assigned hours or for any other hours, unless so specifically provided for herein.

2. Hours of Work:

(a) Regular Shifts:

Shift No. 1: Commencing between 6:00 a.m. and 8:00 a.m. to 2:00 p.m. and 4:00 p.m.

Shift No. 2: Commencing between 2:00 p.m. and 4:00 p.m. to 10:00 p.m. and 12:00 a.m.

Shift No. 3: Commencing between 10:00 p.m. and 12:00 a.m. to 6:00 a.m. and 8:00 a.m.

(b) HOURS OF WORK

All employees:

The regular work week consists of five(5) eight(8) hour shifts for a total of forty(40) hours, Monday through Friday. (no split shift)

(c) By exception, some employees in the processing departments will schedule starting times of their shifts to accommodate regular shifts. Their regular work week will consist of five(5) eight (8) hour shifts for a total of forty(40) hours which may start on a Sunday (no split shift).

(d) Rotating shifts will be weekly.

(e) Shift No. 3 starts on Sunday (considered Monday shift) except for sanitation which starts on Monday.

(f) Any changes to the above when conditions warrant will be subject to negotiations between the Union's Executive Committee and the Company.

- (g) **An** employee may be required to change from one **shift** to another in order to meet unexpected changes in production schedules. However, such a change may not be made more than once weekly and in such cases, a break of at least **eight** (8) hours will be allowed between shifts. **A shift** change is defined as: a change from one shift to the opposite shift. This does not apply in the case of a lay-off, or as a **result** of an individual remaining in their area.
- (h) (i) Employees scheduled on the production work week (Sunday 11-7 to Friday 3-11) who **are** required to change to the Sanitation work week in order to obtain work will not be eligible for overtime rate on the Friday 11-7 shift. The employee bumping will start on the appropriate working day on the sanitation schedule.
- (ii) Time and one-half will only be paid to an employee (other than a sanitation employee) on Friday 11-7 if requested to work in sanitation where he/she otherwise would have had seniority to work on 7-3 or 3-11 on that Friday, unless this employee began his/her week in sanitation.

3.

a)

OFF-SHIFT PREMIUM:

Effective May 1, 1992, a premium of thirty-nine cents (\$.39) per hour will be paid for hours worked during the second shift.

Effective May 1, 1992, a premium of forty-four (\$.44) per hour will be paid for hours worked during the third shift.

b)

SHIFT PREMIUMS:

Shift premiums to apply on all hours worked on second and third shift regardless of starting and quitting time. Employees working through from Shift 3 to Shift 1 will receive shift premiums for all hours worked in Shift 1.

Shift premiums are not subject to overtime premium.

26.02 RECOGNIZED HOLIDAYS:

(a)

All permanent employees will be reimbursed for wages lost by reason of the plant being closed on any or all of the thirteen (13) recognized holidays, provided they have worked their scheduled shift prior to and following the holiday, unless excused by the **Administration** Office, in writing.

When absence is due to illness or injury and provided the employee works sometime in the week in which the holiday occurs or the following week, **Administration** Office will also excuse.

Permanent employees who are laid off within two (2) weeks prior to the holiday or who are recalled after lay-off within (2) weeks following the holiday, will be entitled to holiday pay.

- (b) An employee working on a higher rate of pay before and after a holiday for the convenience of the Company, will receive the higher rate for the holiday.
- (c) An employee required to work on a recognized holiday will be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday, in addition to the holiday pay, at straight time. Employees working beyond eight (8) hours will be paid two and one-half (2 1/2) times the regular rate for all hours worked over eight (8).
If a recognized holiday is observed during the vacation period of an employee, the employee will be paid for the recognized holiday in addition to the vacation allowance, or an extra day of vacation in lieu thereof at the wish of the employee, provided the extra day vacation is so requested before vacation begins.

26.02 Holidays recognized under this provision are as follows:

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

3 holidays to be taken as Floaters, (between Christmas Day and New Year's in accordance with production requirements.)

- (d) Recognized holidays falling on a Saturday or Sunday will be observed on the preceding

Friday or the following Monday.

- (e) Also, arrangements may be mutually made annually to substitute Saturdays worked at regular rates prior to Christmas as paid off in order to extend the Christmas holiday break.

26.03 WORKING CONDITIONS:

- (a) **CLOTHING FOR PLANT EMPLOYEES:**
Uniforms will be provided without a charge. All employees will be provided with two (2) clean uniforms per week. Additional clean uniforms will be provided at the discretion of the supervisor.
- (b) **PAY WEEK:**
For payroll purposes, the work week commences at the start of the 7-3 shift Saturday morning and finishes at the end of the 11-7 shift Friday night. Payment will be made by cheque each Thursday, except when a recognized holiday falls on Friday, when payment will be made Wednesday. This change (November 4, 1995) in no way affects any other provisions of the labour agreement.
- (c) **REST PERIODS:**
All employees will be allowed two (2) rest periods, each of ten (10) minutes duration, one in each half of the working day or shift, at regular rate. Lunch period of one-half (1/2) hour will be established in all departments.

(d) MAINTENANCE DEPARTMENT:

Subject to its prior approval of the tools involved, the Company will credit an employee's account with an annual tool allowance in the amount of **\$160**. (applies to new or upgraded tools) to those employees who are required by the Company to provide their own set of tools. The purpose of this allowance is to replace the employee's existing tools that become broken or damaged in the performance of the employee's job. If specialized tools are required, they will be supplied by the Company, and such tools will remain the property of the Company. Unused portion of allowance in any year may be carried over into the next year only.

Article 27 - VACATION PLAN

27.01

- (a) Length of service based on the employee's length of service on the anniversary date of hire in the vacation year will be the essence of qualification for paid vacation. All vacation pay will be based on the previous year's earnings.
- (b) Employees with less than one (1) year's service with the Company on the employee's anniversary date of hire in the vacation year, will be granted vacation allowance as authorized by Province of Ontario regulations.
- (c) Employees with one (1) year of service but less than five (5) years service with the Company will be granted a vacation of two (2) weeks and will receive vacation allowance calculated at the rate of four per cent (4%), of

gross pay earned in the vacation year.

- (d) Employees with five (5) years of service but less than twelve (12) years service with the Company will be granted a vacation of three (3) weeks and will receive vacation allowance calculated at the rate of six per cent (6%) of gross pay earned in the vacation year.
- (e) Employees with twelve (12) years of Service but less than twenty (20) years of service with the Company will be granted a vacation of four (4) weeks and will receive vacation allowance calculated at the rate of eight percent (8%) of gross pay earned in the vacation year.
- (f) Employees with twenty (20) years of service but less than twenty-five (25) years with the Company will be granted a vacation of five (5) weeks and will receive a vacation allowance calculated at the rate of ten percent (10%) of gross pay earned in the vacation year.
- (g) Employees with twenty-five (25) years of service with the Company will be granted a vacation of six (6) weeks and will receive a vacation allowance calculated at the rate of twelve percent (12%) of gross pay in the vacation year.

27.02 Preference of vacation dates will be recognized by **May 1st** in order of area seniority provided that such preference is indicated to the Company prior to **April 15th** in the vacation year and that the exercise of such seniority will not disrupt production or work

schedules. Employees will be entitled to take three (3) consecutive weeks vacation between June 1st and September 30th. The fourth, fifth and sixth weeks of vacation are to be taken at other times, subject to operational requirements of the vacation year.

- 27.03 In the event that continuity of service with the Company is broken, an employee re-entering the service of the Company at a later date will be considered a new employee in respect of the Vacation Plan.
- 27.04 Employees who are laid off but who have not severed their employment with the Company will not be paid for any vacation credit at the time of lay-off, but such employee vacation credits will be determined and paid at the employee's request during the vacation year as of the employee's anniversary date of hire in the vacation year.
- 27.05 Payments made in lieu of wages by the Workmen's Compensation Board will be included in determining gross pay for the purpose of calculating vacation pay.
- 27.06 Employees leaving the Company during the vacation year will be entitled to receive credit, calculated to the day of leaving, by cheque in accordance with the Plan.
- 27.08 All deductions normally made from an employee's regular pay will be deducted from the vacation pay.

27.09 Vacation pay **will** be paid on a separate **cheque with** all normal **deductions to cover the** vacation period.

27.10 Rescheduling of Vacations

(i) Employees may only cancel vacations with a minimum 7 days notice from the date of departure.

(ii) Employees who become disabled due to illness or injury during their vacation may only cancel full weeks of vacation provided they are certified disabled by a doctor.

(iii) Employees who are off on Worker's Compensation or weekly indemnity during a scheduled vacation period must cancel their vacation and reschedule them upon their return to work.

In all cases if the employee has already received his/her vacation pay, an unpaid vacation will be scheduled upon his/her return to work.

Article 28 - OVERTIME PARAMETERS

28.01 SATURDAY/SUNDAY/STATUTORY HOLIDAYS

- (a) Employees who volunteer for overtime and fail to report are to forfeit their next opportunity for overtime. At the supervisor's or manager's discretion, employees may be granted permission to be *off* the Friday prior to the overtime, which will not disallow them to work the overtime.
If employees do not have permission and are absent on the Friday, they will not be allowed to work the overtime.
- (b) (i) Saturday, Sunday and Statutory Holiday overtime opportunity will be taken down by 8:00 a.m. on Thursday, prior to the overtime, and posted by 2:30 p.m. (11:00 p.m. sanitation) on that Thursday. Employees have until 10:00 a.m. on Friday to remove their names and not work the overtime without penalty.
- (ii) Unless advised of an error on the posted schedule by 10:00 am. Friday, the overtime posted schedule will be deemed free of error and not subject to the grievance procedure.
Any error reported to the scheduler prior to 10:00 a.m. Friday that is not corrected will be compensated at the appropriate rate. Once the complaint has been lodged the employee would be advised of it's disposition by Friday 2:30 p.m.

- (c) Employees on holidays cannot work the **Sunday of the week their holidays start or the Saturday of the week their holidays end.**
- (d) Overtime will be offered on an area basis first **(for all areas except packaging who will be assigned by department as per 14.04 a).**
- (e) Failure to report is deemed to be insufficient notification to allow reasonable time to call in a replacement at least one hour before your scheduled shift starts.
- (f) Employees laid off for more than 30 days may not volunteer for this overtime.
- (g) (i) Employees are required to notify their supervisor before 10:00 a.m. on Friday if they will not be available for work on Saturday or Sunday. Employees accepting work on a Saturday or Sunday, who fail to report for the assigned work, will forfeit his/her right to be scheduled on the next occasion for Saturday/Sunday work.

(ii) **Should such an employee be needed on the date of forfeit, the employee shall forfeit his/her next turn. Such an employee can only be used once all the weekend scheduled overtime volunteers list has been exhausted.**

28.02 OVERTIME SCHEDULING

- (a) WEEKEND SCHEDULED OVERTIME
Saturday, Sunday and Statutory Holiday

overtime will be followed on separate rotating lists, starting with the senior employee in the area, on January 1st of each year.

Positions will be placed by senior qualified people in the area (for all areas except packaging who will be assigned by department as per 14.04 a), and not necessarily job postings, in order to accommodate as many people as possible in the rotation.

(b) WEEKLY SCHEDULED OVERTIME

Overtime will be offered on a rotating list starting with the senior employee in the area as per 14.04 a).

Positions will be placed by senior qualified people and not necessarily their job postings. Overtime will only be offered to the shift on which it is scheduled.

(c) NON-SCHEDULED WEEKLY OR WEEKEND OVERTIME OR SCHEDULED OVERTIME OF TWO(2) HOURS OR LESS

Overtime will be offered to the people performing the work in the production/process line first on a voluntary basis. Failing sufficient response, the overtime will then be offered to the senior qualified person in the operational area regardless of job posting.

Weekend overtime of four (4) hours or less following the last shift on Friday which becomes known after 4:00 p.m. on Friday will be awarded to the employees performing the work as unscheduled

overtime (article **28.02 c**).

(d) NON-SCHEDULED WEEKLY OR WEEKEND CALL-IN OVERTIME DUE TO ABSENTEEISM OR UNSCHEDULED PROGRAM CHANGE WHERE SUFFICIENT TIME WAS NOT AVAILABLE TO POST

Overtime will be offered to the people performing the work on the production/process line four hours each from the opposite shifts on a voluntary basis. Failing a response, the senior qualified person in the operational area will be offered the overtime regardless of job posting. If a production line is not running, senior qualified person will be asked. All employees will notify their supervisors if they wish to be called in for unscheduled overtime. A list of people agreeing to be called in, will be kept in Scheduler's office and it will be the employee's responsibility to keep the list updated regarding their status and correct phone listing. Off-shifts will have access to this list via shift supervisor.

New weekend overtime requirements which become known after **10:00 a.m.** Friday and before **4:00 p.m.** Friday will be assigned to employees who have signed up. This overtime will be offered **to** the first qualified person on the list. If no one **is** available from the sign up, weekend overtime will be assigned according to **28.02 (d)**.

26.03 OVERTIME REGULATIONS

- (a) All overtime work in excess of five (5) hours per week in a regular work week will be voluntary. The five hours will not necessarily be continuous. Overtime work on Saturdays, Sundays and Statutory Holidays will be entirely voluntary except in cases of emergency, such as fire, flood, power failure or acts of God. Overtime will be distributed on a area basis, by rotation starting with the most senior qualified employee. Notice of Saturday, Sunday or Holiday overtime will be given on Tuesday if possible. Employees will work the shift wherever their seniority falls.
- (b) A paid relief period of twenty (20) minutes when working in excess of two (2) hours, overtime and an additional paid relief period of ten (10) minutes when working in excess of three (3) hours overtime following the regular shift will be allowed. Employees working more than five (5) hours on
- Saturday, Sunday and Holidays will be given a one half hour paid lunch period.
Overtime records will be made available to the responsible Steward if requested.
- (c) On one occasion, per calendar year, non-accumulative, an employee may be required to perform a shift of overtime work on Saturdays, Sundays or holidays. It is understood, that this requirement will only be used by the Company in the case of extreme need for product, when enough volunteers are

not available.

(d) OVERTIME RATES:

(i) ALL REGULAR PRODUCTION SHIFTS

Employees will be paid for overtime work at the rate of time and one-half for hours worked in excess of the regular work day or shift in any one day, Monday through Friday.

(ii) All hours worked on Saturdays will be paid at the rate of time and one-half (1 1/2). All hours worked on Sunday will be paid at the rate of double time (2).

(iii) Continuous production shifts will receive one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of eight (8) in one day, or forty (40) in one week.

(iv) All hours worked on the sixth (6th) day of a scheduled work week will be paid at the rate of time and one-half (1 1/2).

(v) All hours worked on the seventh (7th) day of a scheduled work week will be paid at the rate of double time (2).

(e) ESSENTIAL SERVICE SHIFT:

Employees will be paid for overtime work at the rate of time and one-half (1 1/2) for hours worked in excess of the agreed upon work day or shift in any one day during the scheduled work week.

(f) It is understood for Maintenance Personnel Employees, that if a job is started either during regular or overtime hours, that job will be completed if the company requires it to be completed by the tradesperson on the job, or another qualified replacement, if one can be obtained.

(g) RECALL TO WORK:

An employee recalled to the plant to perform overtime work in the event of an emergency will be paid for not less than the equivalent of four (4) hours time at the applicable rate.

When an employee is recalled to work overtime and has not had eight (8) hours unbroken free time since completing the last regular scheduled shift, such employee will not be required to continue working into the next regular shift except in the case of extreme urgency.

(h) REPORTING ALLOWANCE:

Employees reporting for work who have not been advised in advance to the contrary, will be given work for at least four (4) hours at regular rate, or if no work is available, will be paid four (4) hours at regular rates in lieu of work.

Where lack of work is due to circumstances such as fire, flood, power failure, or Acts of **God**, this obligation shall not prevail.

An employee on lay off who is called in to work less than four (4) hours prior to the

commencement of the shift will receive one (1) hour straight time. This clause assumes commencement of work at the requested time. This hour bonus is not to be calculated as time worked.

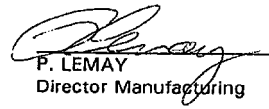
Signed at London, Ontario.

DATE: Nov. 9/75

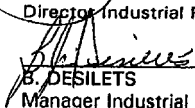
FOR THE COMPANY:



M. NORMANDIN
Director Industrial Relations

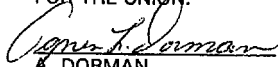


P. LEMAY
Director Manufacturing

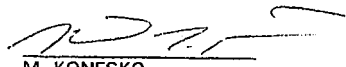


B. DESILETS
Manager Industrial Relations

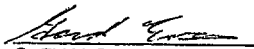
FOR THE UNION:




A. DORMAN
President - Local 242



M. KONESKO
V. P. American Federation -
Grain Millers International
Union



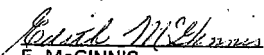
G. EVANS
Vice President



B. A. BANNON
Secretary Treasurer



R. LEWIS



E. MCGINNIS
Recording Secretary



J. KELLY

SCHEDULE I
JOB CLASSIFICATIONS AND WAGE RATES

GROUP	JOB CLASSIFICATIONS	May 1, 1995	May 1, 1996
1	Probationary Employees (45 days)	11.73	11.93
3	Trucker	14.36	14.60
3	Time-Keeper/Relief	14.36	14.60
3	Time-Keeper	14.36	14.60
3	Packer	14.36	14.60
3	Janitors	14.36	14.60
3	Housekeeper	14.36	14.60
3	Group 3 Candy Processor	14.36	14.60
4	Trucker	14.45	14.70
4	Sanitor	14.45	14.70
4	Porter	14.45	14.70
4	Palletize Off Conveyor	14.45	14.70
4	Laundry Attendant	14.45	14.70
4	Group 4 Candy Processor	14.45	14.70
4	Group 4 Candy Maker	14.45	14.70
4	Group 4 Machine Operator	14.45	14.70
4	Groundskeeper	14.45	14.70
4	Grinder/Trucker	14.45	14.70
4	Elevator Operator	14.45	14.70
4	Biscuit Processing	14.45	14.70
5	Group 5 Verticle Form & Fill Operator	14.58	14.83
5	Sanding Machine Operator	14.58	14.83
5	Refuse Collector	14.58	14.83
5	Mogul Trucker	14.58	14.83
5	Mould Maker	14.58	14.83
5	Lozenge Mixer	14.58	14.83
5	Ingredient Weigher	14.58	14.83
5	Icing Mixer	14.58	14.83
5	Hard Candy Cooker	14.58	14.83

GROUP	JOB CLASSIFICATIONS	May 1, 1995	May 1, 1996
5	Group 5 Machine Operator	14.58	14.83
5	Group 5 Candy Maker	14.58	14.83
5	Assistant Mixer	14.58	14.83
6A	Votator Operator	14.75	15.00
6A	Peter Machine Operator	14.75	15.00
6A	Mogul Operator	14.75	15.00
6A	Group 6A Material Handlers	14.75	15.00
6A	Group 6A Machine Operator	14.75	15.00
6A	Group 6A Candy Maker	14.75	15.00
6A	Enrober Operator	14.75	15.00
6B	Set-up/Relief	14.96	15.21
6B	Operator Sheeter/Laminator	14.96	15.21
6B	Machine Operator Set-Up	14.96	15.21
6B	Lab Attendant	14.96	15.21
6B	Group 6B Top Candy Maker	14.96	15.21
6B	Group 6B Machine Operator	14.96	15.21
6B	Dough Mixer	14.96	15.21
6B	Baker	14.96	15.21
6B	Chief Material Handler	14.96	15.21
7	Building Maintenance	16.55	16.83
8	Welder	18.43	18.74
8	Tinsmith	18.43	18.74
8	Stationary Engineer	18.43	18.74
8	Refrigeration Mechanic	18.43	18.74
8	Plumber/Pipefitter	18.43	18.74
8	Millwright	18.43	18.74
8	Electrician	18.43	18.74
8	Carpenter	18.43	18.74
9	Technicians	18.92	19.24

Trainers, Crew leader\relief Rate \$.30 per hour
(see training administration)

TRIAL\TRAINING PERIODS

- o Group 3 30 working days within 60 calendar days
- o Group 4 45 working days within 90 calendar days
- o Group 5 60 working days within 120 calendar days
- o Group 6 60 working days within 120 calendar days
- o Group 7 60 working days within 120 calendar days
- o Group 8 90 working days within 180 calendar days
- o Group 9 90 working days within 180 calendar days

SCHEDULE II WORK PERFORMANCE AND EFFICIENCY

1. Employees will perform any and all reasonable duties to which they may from time to time be assigned and it is understood that the Company is entitled to receive a fair day's work from each employee. It is understood that employees will not be required to perform any work assignment which violates either the established Company rules and regulations or safety rules or which, because of certified medical reasons, is liable to cause or aggravate injury. An employee having a complaint concerning a work assignment other than as referred to herein will nevertheless perform the same, after which such complaints may then be presented at Step 2 of the grievance procedure.

2. Complete production standards for each department will be prominently posted the day the lines are being manufactured and will reflect any and all changes permanently established by the standards department. The Union recognizes that the right of the Company to establish fair standards of production is granted by Article 5 of this Agreement. New standards will be established by the Company. Results reflecting the efficiency of each department will be posted in each department as they become available. The Union agrees to work with the Company to promote efficiency where operating results are regularly below standard. The employees affected by a new time study will be told beforehand with an explanation of what is being attempted.

SCHEDULE III

ESTABLISHED WORK PRACTICES

(This replaces all prior letters of understanding, Labour-Relations minutes or other past practices).

Any new established work practices, letters of intent and understanding, agreed to will be distributed to all employees monthly during the life of this agreement.

1. Supervisors of employees who leave early will advise the Labour Scheduler to telephone those employees and inform them of the time to report for work on the next day that work is available.

Employees returning from absence due to sickness are to telephone the Labour Scheduler in the morning. The Labour Scheduler will notify the supervisors to list them for work on the next day that work is available.

2. All employees must call the company at least thirty (30) minutes prior to the commencement of their shift when unable to report for work.
3. All employees must call in prior to 12:00 p.m. the day before returning to work after an absence.
4. (i) Employees called in by telephone for that day of work will be taken strictly in order from

the seniority list. If employees in turn cannot be contacted, including repeated busy signals, they shall be by-passed for the next in turn. Employees knowing they were by-passed may contact **the Scheduler** to inquire if work is available for them.

(ii) Employees authorizing the use of the answering machine in order to be called in for their scheduled shift on the following day or following week will be subject to all company rules and regulations as if they had been personally contacted to report for work.

5. When a steward is absent, the President or his/her designate will substitute.
6. The **Administration** Office has complete listings of area/department/plant seniority which can be referred to by the Union.
7. 100% of back dental premiums are due upon return to work.
8. Notice will be given the relevant steward and Financial Secretary when the **Administration** Department is first notified that an employee has completed the probationary period.
9. All machine men and bakers will rotate on shifts respectively.
10. Yearly statements on pension contributions will be distributed at an early date. Employees

unable to estimate their benefits will be assisted by the **Administration** Office.

11. The Company will make every effort to have employees who are responsible for cleaning their immediate area not switch between areas of contrasting temperature.
12. Employees wishing to transfer to another area must register their request in the **Administration** Office. A transfer request is only valid during the calendar year in which it is requested. The transfer register will be used to fill permanent vacancies before new employees are hired, and employees will be selected on a seniority basis. Written requests of employees wishing to transfer will be given to the local Union President. Employees are only entitled to transfer once during the term of this agreement.
13. The Company will give the Union President a written notice as soon as possible regarding a major plant lay-off which is expected to be in excess of five (5) continuous days of work. A notice will be posted on the Bulletin Board in the Department concerned.
14. The Company will pay one hundred per cent (100%) of all fees and required textbooks upon successful completion of a technical course which has been assigned or approved by the Company prior to the commencement of that course.
15. The Company will pay employees who have

permission to be off work on Union business and to bill the Union for such sums.

16. When any equipment breaks down during the 2nd and 3rd shifts, no management personnel will perform any work that could normally be done by the bargaining unit personnel except in the cases of:
 1. Emergency
 2. Training
 3. Experimentations and quality control
 4. Assisting in repairs
 5. Maintaining safety
 6. When regular employees are not available to do the work, Maintenance personnel will be called as soon as possible.

17. Tradespeople will, during the probationary period, present their license or certificate to the Department Steward **and the Union President.**

18. A Crew Leader/Relief is defined as follows:
 - a) Crew Leader/Relief will be selected by a Joint Union-Management selection committee of six (6) (3 Management and 3 Union) and be appointed on a needs basis. They can be deemed as the competent person in charge as required under the Ontario Health and Safety Act.
The designated Crew Leader/Relief will be assigned on a rotation basis as required and will be noted on the area schedule with a copy to the union executive.

- b) Crew Leader/Relief will be required to have working knowledge of various job skills in the area and be able to communicate effectively written and oral. This knowledge will be used to: trouble shoot, ensure smooth start ups, provide assistance to employees regarding operational procedures, health and safety practices.
 - c) Crew Leader/Relief will be required to relieve, fill in when needed and do necessary clerical functions.
 - d) Administration and discipline with regards to the collective agreement will be dealt with by supervision and is not a function of the Crew Leader/Relief.
 - e) Appointed Crew Leader/Relief are not given any additional seniority rights or privileges whatsoever.
19. Tools for Sanitation will be provided as determined by the Company.
20. An employee working in a higher job classification for seventy-five percent (75%) of his working time in a calendar year will be paid that rate for the year. Seventy-five (75%) will equal 175 days.
21. An employee accepting a position with the Company outside the bargaining unit will have six (6) months to confirm his decision to remain outside the bargaining unit and the Company will have six (6) months to assess said

employee(s) acceptability in such position. During such period, his seniority shall be retained and accumulated. At the expiration of such period, the employee's seniority shall be cancelled.

It is understood and agreed that either the employee or the Company may make a decision to change or rescind their initial decision at any time during the six (6) month period.

SCHEDULE IV

PARTTIME EMPLOYEES (INCLUDING STUDENTS)

1. Part-timers, including summer students, may be hired under the following conditions:
 - (a) these employees do not benefit from the collective agreement except for this schedule.
 - (b) from May 1st to September 30th, these employees will work 40 hours or less per week.
 - (c) from October 1st to **April 30th**, these employees may not work more than 24 hours per week will not be assigned on jobs of group 4 or more and as much as possible will be scheduled on the 2nd and 3rd shift.
 - (d) these employees are to pay union dues after 3 days of work.
 - (e) rate of pay shall be that of the probationary employee.

At any time, these employees, as much as it is possible and feasible, will not be assigned to jobs higher than group 3.

Part-time employees who are successful on job postings will be considered newly hired employees.

SCHEDULE V

LETTERS OF INTENT & UNDERSTANDING

1. Plant Shutdown(**as amended**)
2. Pay Equity Monday Scheduling(**as amended**)
3. Holiday in Vacation Week
4. Temporary Assignment to Non-Union Jobs
5. Return to Work
6. Interim Wage Replacement

Schedule VI - APPRENTICESHIP PROGRAM

The Company will provide an Apprenticeship Program in the Maintenance Department during the term of this Agreement, as follows:

A) Qualifications:

1. An employee applying to be an apprentice, must be certified as medically fit by the Plant Physician.
2. The employee must pass an aptitude test established by the Company.
3. The employee must possess Grade 12 diploma or equivalent.

B) Procedure:

Vacancies for the Apprenticeship Program will be posted on the Plant Bulletin Boards. Selection will be made on the basis of seniority, amongst those who apply and qualify under A above. If no qualified applicants apply for the job, then the Company will hire candidates from outside.

C) Administration:

An apprentice will be removed from the Program if the standards established by the Company are not met by the apprentice.

The company is under no obligation to place someone in this program.

LETTER OF UNDERSTANDING
PAY EQUITY MONDAY SCHEDULING

For the purpose of Monday scheduling only (Ref.: 14.05 II and 14.06 a.), employees listed below will be considered **as** belonging to group 4 should their group 5 posting not be in operation on Mondays.

Employees will be taken off this list automatically once they apply and are awarded a new posting.

Marion Campbell
Angela Ferri
Sherry Glazer
Marlene Norton

UNION

COMPANY

<u>W. J. [Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
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<u>[Signature]</u>	<u>[Signature]</u>

DATE: Nov. 9/95

LETTER OF UNDERSTANDING

Between

CULINAR INC.

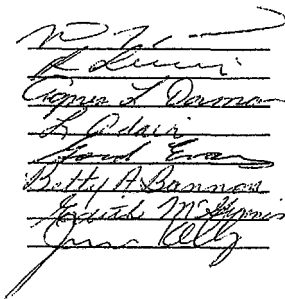
and

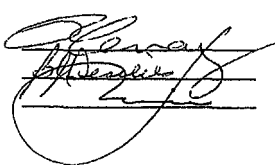
THE AMERICAN FEDERATION
OF GRAIN MILLERS
INTERNATIONAL UNION
LOCAL 242

Unionized employees may be temporarily assigned to non union **jobs** (special projects and modified work assignment) without the loss of unionized status.

UNION

COMPANY





DATE: Nov. 9/85

