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EFF.	95	02	16
TERM.	97	02	15
No. OF EMPLOYEES	153		
No. OF EMPLOYEES	50		

**COLLECTIVE AGI**

between:

**Thomas J. Lipton  
A Division of UL Canada Inc.  
Bramalea, Ontario**

and

**AMERICAN FEDERATION  
OF GRAIN MILLERS  
INTERNATIONAL UNION  
A.F.L. - C.I.O., C.L.C.  
AND ITS LOCAL UNION 327**



February 16, 1995  
to  
February 15,

00590(06)

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JAN - 8 1996

# **AGREEMENT**

**THIS AGREEMENT made and entered into this 10th day  
of March 1995.**

**BETWEEN:**

**THOMAS J. LIPTON  
A DIVISION OF UL CANADA INC.**

**(Hereinafter referred to as the "Company")**

**OF THE FIRST PART**

**AND**

**AMERICAN FEDERATION OF GRAIN  
MILLERS INTERNATIONAL UNION  
A.F.L. - C.I.O., C.L.C.  
AND ITS LOCAL UNION 327**

**(hereinafter referred to as the "Union")**

**OF THE SECOND PART**

**COLLECTIVE AGREEMENT 1995 - 1997**

## ARTICLE 1

### Purpose

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions and other conditions of employment as set out in this agreement, hours of work and wages for all employees who are subject to the provisions of this agreement.

## ARTICLE 2

### Recognition

**2.01** The Company recognizes the Union as the sole bargaining agent for all employees of the Company who have acquired seniority by the terms of **15.01(a)** in its plant at 307 Orenda Road, Bramalea, Ontario save and except foremen, foreladies, persons above the rank of foreman and forelady, laboratory personnel, office and sales staff and persons covered by a Certificate of the Board dated March 31st, 1964.

## ARTICLE 3

### Relationship

**3.01** Employees who are presently members of the

union must continue their membership in the union, as a condition of employment. Employees hired after the effective date of this agreement must, as a condition of employment, become members of the union.

**3.02** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Manager and his or her designee.

**3.03** All employees who have completed the probationary period shall, as a condition of employment, sign an authorization in writing to deduct initiation fees and whatever sum may be so authorized for Union dues from the pay due for the pay period which includes the first calendar day of the calendar month following that in which the authorization is received by the Company.

Back dues owing will be collected by the company at the rate of one months dues per week from the wages of an employee who has been on lay off.

The Company shall remit same by the 15th of every month promptly to the Financial Secretary of the Union together with a list of employees from whose pay deductions have been made.

The said sums shall be accepted by the Union as the regular monthly dues of those employees, subject to the terms and conditions of the AFGM International Constitution and bylaws of Local 327, who are or shall become members of the Union and the sums so

deducted from non-members of the Union shall be **treated** as their contribution towards the expenses of maintaining the Union.

**3.04** Each month the Company will **provide** to the Union President or his **or** her designee a listing **of** the names of new employees and the dates they completed their probationary period during the previous month.

## **ARTICLE 4**

### **Management Rights**

**4.01** Subject to the express limitations of the agreement the Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject **of** a grievance and dealt with as hereinafter provided. All records of discipline up to and including written warnings will be disregarded after **12** months from the date the employee receives it. All other discipline will be disregarded after **36** months.

**4.02** Subject to the express limitations **of** the agreement the Union further recognizes the right **of** the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location **of** the plants, and

products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools, and employees at the plant at 307 Orenda Road, Bramalea, Ontario are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time, and enforce reasonable rules and regulations to be observed by the employees.

**4.03** The Company will provide advance notice to the Union of changes to Plant Rules in writing prior to their implementation.

**4.04** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of the agreement may be deemed to be sufficient cause for disciplinary action up to and including dismissal of an employee.

## ARTICLE 5

### **Union Grievance Committee**

**5.01** The Company acknowledges the right of the Union to appoint or otherwise select, a plant Committee, otherwise known as the Union Committee, which shall be composed of not more than nine

**stewards.** All stewards, shall be regular employees of the Company actually at work who have completed their probationary period. The Company will recognize and deal with the said committee as hereinafter set forth.

**5.02** The name and jurisdiction of each of the stewards who are members of the Union Committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of the same.

**5.03** The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards and Union Officers in the carrying out of the terms and requirements of this agreement.

**5.04** The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this agreement.

**5.05** The right of stewards to leave their work without loss of pay to investigate or adjust grievances in their own departments is granted on the following conditions:

**5.05 (a)** An employee may have the right to have a Steward present when a recorded verbal discipline or a



written discipline is being presented to the employee.

5.05 (b) A steward or his/her designee will request the permission of his/her Supervisor to leave his work station to participate in the processing and investigation of grievances after the completion of the grievance procedure as outlined in 6.01 and/or preliminary meetings with management. Such permission will not be unreasonably withheld. Compensation for such time off shall be at the employees then current rate of pay. Except in the case of a discharged employee or in a suspension over one week which procedure is outlined in Section 9.03, employees having a grievance shall not leave their work station to discuss it with the steward or his designee during working hours without permission of the Supervisor.

5.05 (c) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

5.05 (d) The Company agrees that stewards shall be compensated for such time off from their regular working hours as necessary to investigate grievances. The Company further agrees that Union stewards and the Union President or his/her designee shall be compensated for such time off from their regular working hours as is necessary to investigate and attend meetings under the grievance procedure. In all cases compensation shall be at the employee's then current rate of pay.

5.05 (e) There shall be no coercion, restraint, or

discrimination by the employer or any of its agents, against any members of the Union because of membership therein, or the carrying on of any proper Union activity.

## **ARTICLE 6**

### **Grievance Procedure**

**6.01** It is the intention of the parties to settle as equitably and as quickly as possible, any grievance which might arise related to a violation of this agreement. A formal grievance shall not be filed until the employee has presented his/her complaint to his/her immediate Supervisor verbally within 3 working days after the employee might reasonably have become aware of circumstances giving rise to such grievance. The Supervisor will render his/her decision on the complaint within 1 working day.

**6.02** The employee may consult with the available steward following the procedure outlined in 6.01 above providing the employee first obtains his/her Supervisor's permission.

**6.03** A formal grievance to be recognized shall be reduced to writing on a form provided by the Company and presented to the Supervisor concerned within three working days of the Supervisor's decision on the verbal complaint.

- Step 1 The aggrieved employee shall present his/her written grievance to his/her immediate Supervisor at which time the employee shall have the assistance of a department steward or if the department steward is absent, the assistance of an available steward or an officer of the Union. The Supervisor shall render his/her disposition to the grievance in writing within three working days. If a settlement satisfactory to the employee is not reached, the employee may then proceed to the next Step of the grievance procedure any time within three working days thereafter.
- Step 2 The aggrieved employee shall present his/her written grievance to the Human Resources Manager and at that time the steward shall be present. The Human Resources Manager's decision shall be rendered in writing, within three working days of such meeting, and failing satisfactory settlement, the employee may proceed to the next Step within three working days thereafter.
- Step 3 The aggrieved employee shall present his/her grievance to the Plant Manager, or his/her designee. Within five working days of receipt of the grievance, the Plant Manager and whoever he/she deems necessary to assist in the disposition of the grievance will meet with the employee concerned together with the Union President or his/her designee and a

representative of the International Union and a **Steward** if their **presence** is requested by either party. The Plant Manager, or designee, will render a disposition in writing to the grievance within seven working days subsequent to such meeting.

**6.04** Failing satisfactory settlement, the grievance may be referred by either party to a Board of Arbitration, in writing, as provided in Article 7, at any time within twenty-one days thereafter.

**6.05** If a grievance is not processed or referred to arbitration within the time limits set forth above, it will be deemed to have been withdrawn. All time limits may be extended by mutual agreement.

**6.06** A group grievance is defined as one alleging a violation of the agreement and which concerns more than one employee of the Bargaining Unit. Such a grievance should be presented to the Supervisor verbally at any time within three working days after the circumstances giving rise to such grievance occurred or when such employees might reasonably become aware of the occurrence. The Supervisor will respond verbally to the grievance within one working day and failing satisfactory resolution of the grievance it may be brought forward in writing at Step 2 of the Grievance Procedure within three working days after the Supervisor has rendered his/her decision. Such grievance will be processed through the balance of the Grievance Procedure and to Arbitration in the same way

as an individual grievance. The names of all the aggrieved employees shall be attached to the written grievance at the time it is filed with the Company as set forth above.

**6.07** Should any difference arise between the Company and the Union as to the interpretation or alleged violation of the provisions of this agreement affecting the Union as such, the Union President or designee shall have the right to bring forward to the Plant Manager or his/her designee any such complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a Third Step grievance and referred to arbitration in the same way as the grievance of an employee. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Section 6, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this section.

## ARTICLE 7

### **Arbitration**

**7.01** Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, will be referred to Arbitration, at the

written request of either of the parties hereto.

**7.02** The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as chairman chosen by the other two members of the Board. A single arbitrator may be appointed by mutual agreement between the parties or by application to the Ministry of Labour.

**7.03** Within 10 normal working days of the request by either party for a board, each party shall notify the other in writing of the name of its appointee. However, both parties should attempt to appoint its nominee at the earliest possible date.

**7.04** Should the person chosen by the Company to act on the Board and the person chosen by the Union, fail to agree on a third person within seven days of the notification mentioned in **7.03** above, the Minister of Labour for the Province of Ontario will be asked to nominate a Chairperson.

**7.05** The decision of the Arbitrator shall be binding on both parties.

**7.06** The Arbitrator shall not have any power to alter ~~or~~ change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this agreement.

7.07 Each of the parties to this agreement will share the expenses of the Arbitrator.

7.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

## ARTICLE 8

### Management Grievances

8.01 It is understood that the management may bring forward to the Union any complaint with respect to the conduct of the Union, its Officers or stewards and that, if such complaint by the management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance of an employee. All preliminary steps of the grievance procedure prior to step 3 will be omitted in such case.

## ARTICLE 9

### Suspensions over One Week or Dismissals

9.01 In the event that an employee who has attained seniority is dismissed from employment, or suspended from employment for more than one week, and the employee alleges that the dismissal or suspension was improper, the case may be taken up as a grievance as outlined in the following clause. A suspension of less than one week may be taken up through the normal grievance procedure.

**9.02** A claim by an employee, who has attained seniority, that **he/she** has been unjustly dismissed or suspended for over one week from **his/her** employment shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager **or** **his/her** designee within three working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 3 will be omitted in such case. All such cases shall be taken up within three working days and replied to within seven working days of the date the employee is notified in writing of **his/her** dismissal **or** suspension over one week, except where a case **is** taken to arbitration.

**9.03** When an employee has been dismissed or suspended over one week without notice, **he/she** shall have the right to interview **his/her** steward for a reasonable period of time before leaving the Plant premises.

**9.04** If the matter is not settled through the grievance procedure and is taken to arbitration, and it is finally determined by a Board of Arbitration that dismissal **or** suspension over one week was too severe a penalty, the employee shall be reinstated, either with or without compensation for time lost, **or** by any other arrangement which the Board of Arbitration finds just and equitable.



## Article 10

### No Strikes - No Lockouts

10.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, it will not sanction, counsel, procure or encourage any picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

10.02 The Company shall have the right to dismiss or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust dismissal or treatment may be the subject of a grievance and dealt with as provided in Article 6 above.

10.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step 3 of the grievance procedure.

## ARTICLE 11

### Wages

11.01 During the term of this agreement, the Company and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto which is hereby made

a part of this agreement.

## ARTICLE 12

### Hours of Work and Overtime

**12.01** The following paragraphs and sections are intended to define the normal working hours of work and shall not be construed as a guarantee of hours of work **per** day or per week, or of days of work per week.

**12.02** The standard work week shall consist of forty hours per week, and eight hours per day.

**12.03(a)** An overtime rate of time and one-half of the employee's basic rate will be paid for all hours worked in excess of eight hours in any normal work day.

**12.03(b)** Time and one-half will be paid for all work performed on a Saturday except for work on a Saturday that is performed as a part of a shift commencing Friday night or a lieu day at straight time which may be worked at the mutual agreement of the Company and the Union.

**12.03(c)** Except as outlined in **12.03(b)** double time will be paid for all work performed on a Saturday in excess of an 8 hour shift, provided that the 8 hour shift is not part of the employees' regular scheduled work week.

**12.03(d)** All work performed on a Sunday will be paid

for at double the employee's basic rate except for shift work commencing Sunday night which is considered as a Monday shift.

**12.03(e)** An employee who has completed his/her regular shift and leaves the premises and is then recalled to work, shall receive a minimum of four hours' pay at the employee's regular straight time rate or one and one half times the employee's rate for hours actually worked, whichever is the greater. Employees called in to work on Sunday shall receive a minimum of 4 hours pay at the employee's regular hourly rate **or** double the employee's regular hourly rate whichever is the greater.

**12.03(f)** None of the foregoing Section 12.03 concerns the special provisions for premium payment on continuous shift operations as these payments are described in Section 12.07.

**12.04** When work on a Saturday **or** Sunday is not part of a regularly scheduled shift, the Company shall endeavour to post the schedule 40 clock hours in advance of the commencement of such work. Otherwise such overtime work shall be voluntary.

**12.05(a)** The Company will attempt to provide an employee two hours of notice for overtime at the end of a shift. Should the Company fail to provide such notice, the working of such overtime will be voluntary.

**12.05(b)** When overtime is required to be worked

through the failure of a shiftmate to appear on time for an **employee's** shift, **the** Company will require the affected employee to work up to the first four hours of the extra shift only. Employees will not leave their work station until they are relieved by another employee, or obtain permission to do so from their Supervisor. The two hour notice period referred to in **12.05(a)** does not apply to the circumstances stated in this section. The Supervisor will, whenever possible, endeavour to obtain another qualified replacement as per the overtime selection guidelines. Shiftmate is the person who has the lowest overtime hours in the particular classification on shift.

**12.05(c)** Whenever two hours or more of overtime are being worked consecutively beyond the first eight hours of normal work, a ten minute rest period will be provided before the overtime commences. This will be the only rest period provided if the overtime work is less than four hours. If four hours or more of overtime is worked the provisions of Section **20.01(a)** apply in addition to this Section.

**12.06(a)** All overtime including weekend overtime will be evenly distributed as circumstances will permit in the spirit of the overtime distribution guidelines.

When overtime is required, the supervisor will start by asking the employee with the lowest overtime hours charged and moving up the charging list in each of the following:

- (1st) the permanent posted employee in the job.
- (2nd) the temporary posted employee working in the job.
- (3rd) the qualified employee in the department.
- (4th) the qualified employees temporarily transferred into the department.
- (5th) qualified employees working outside the department.

At steps 3 and 5, overtime will be distributed first to people qualified by having been permanently posted for six (6) weeks or more and then to those having served ten (10) days in the position as per the training master. It is understood that these ten (10) days of training are representative of the normal **job** content. After exhausting all the steps of **12.06(a)** and no one was found to work the overtime, the "permanent posted" person with the lowest overtime charged will be required to work. Employees eligible to be asked for overtime, but not available for overtime, will be charged the actual number of hours, if entitled under equal distribution, in their job classification during the period. The only exceptions would be when an employee is on vacation entitlement or union business.

When weekend overtime is required, an Overtime Volunteer List will be used. Volunteers will be selected following the steps listed above. Weekend Overtime Volunteer List Guidelines will be followed.

**12.06(b)** When an employee moves from one job

classification to another, the employee will enter with the average between high and low overtime hours in that classification for the purpose of equal distribution of overtime.

**12.06(c)** The Company will not schedule more than 12 consecutive **hours** of work to an employee. If due to absence, etc. 16 hours of work is available, not more than 12 hours need be worked by any one employee.

**12.06(d)** The Company agrees that overtime will be equally distributed and records kept of the distribution for discussion as necessary with the Union representatives and/or employees and that such overtime will be distributed among regular employees and lastly among temporary (those hired for specific temporary periods) and Summer (student) employees. The departmental Supervisor will keep accurate records of all overtime worked in the department and make same available for employee review upon request. To provide for equal distribution of overtime, a charging system has been developed, a copy of which may be obtained from the Human Resources department.

**12.07** The Company shall endeavour to schedule as many employees as possible, in accordance with good operating procedures to work on a Monday through Friday basis. Changes from the schedule to Continuous Shift operations shall not be made arbitrarily and it is recognized that the following are examples of situations which may require the change to Continuous Shift:

- (a) Introduction of new products or processes into the Plant.
- (b) Additional production requirements for existing products or processes.

For the purpose of this Agreement, a continuous shift will be a situation that incorporates an ongoing seven day a week production schedule.

It is understood and agreed between the parties that when Continuous Shift operations are established, the following conditions shall apply:

- (1) That five days' notice will be given before such Continuous Shift schedule is instituted.
- (2) That a Continuous Shift schedule, once established, shall remain in effect for a minimum of ninety days.
- (3) All work performed on the seventh consecutive day shall be paid at the rate of double time.
- (4) The Company will continue its past practice of paying time and one half for work performed on a Saturday, double time for work performed on a Sunday and double time for time worked on the 7th consecutive day during a continuous shift. The sixth consecutive day worked will be compensated according to provincial law at straight time for the first 4 hours and time and one

half the next consecutive 4 hours worked.

**12.08** The work week of the plant cleaners will be scheduled by the Company in accordance with the requirements of production.

**12.09** No employee shall be required to take time off from his/her regular work week in order to off-set overtime hours worked.

**12.10** Normally, employees on shift work will rotate shifts every week. Shift employees will not be required to change shifts more than once per week (a change is from one shift to another, then back to the original shift) and if such a shift change is necessary it will commence with the most junior qualified person in the department, and a minimum of 8 hours' notice will be given. It's understood that five days notice will be given of the start up of a third shift and that once established it will not be changed mid week.

**12.11** See Letter of Understanding re: Inventories.

**12.12** Commencing **no** later than July 1, 1990, employees scheduled on three (3) shifts will start the "A" shift Sunday night.

**12.13** When a job is scheduled for three (3) shifts, the duration of each shift is to be eight (8) hours including a one half hour eating period.



## ARTICLE 13

### Vacations with Pay

**13.01** The Company agrees to grant regular employees vacation with pay as set forth below at times convenient to the Company consistent with production requirements. Employees who have been laid off and have not completed a minimum of 750 hours in the preceding vacation year will only receive their vacation pay calculated as a percentage of payroll earnings. (The 750 hours mentioned above, includes regular and overtime hours worked, and all hours paid by the salary plan, time spent on Weekly Indemnity, Workers Compensation and maternity leave).

All employees whose employment has terminated will have any vacation pay still owing to them paid at the time of their termination, based on the appropriate percentage of gross earnings under Article 13. For the purposes of this clause, on retirement, employment terminates.

In the vacation year an employee's employment has terminated, the Company will include in the calculation of gross payroll earnings for the purpose of calculating Vacation Pay, one week's pay at the worker's regular rate (permanent posted rate) for each week that the worker has spent receiving Worker's Compensation Board benefits in his/her last vacation year.

13.01(a) Up to one year of completed service - vacation pay at the rate of 4% of the employee's earnings for the year ending May 31st, as required by the Vacations with Pay Act of the Province of Ontario.

13.01(b) One completed year of service - and up to four completed years of service prior to June 1st of the year concerned - two weeks' vacation with pay or at the rate of 4% of such employee's gross earnings during the twelve months immediately preceding June 1st in that year, whichever is the greater.

13.01(c) Four completed years of service - and up to eight completed years of service prior to June 1st of the year concerned - three weeks' vacation with pay or at the rate of 6% of such employee's gross earnings during the twelve months immediately preceding June 1st in that year, whichever is the greater.

13.01(d) Eight completed years of service or more prior to June 1st of the year concerned - four weeks' vacation with pay or at the rate of 8% of such employee's gross earnings during the twelve months immediately preceding June 1st in that year, whichever is the greatest.

13.01(e) Eighteen completed years of service prior to June 1st of the year concerned - five weeks's vacation with pay or at the rate of 10% of such employee's gross earnings during the twelve months immediately preceding June 1st in that year, whichever is the

greater.

13.01(f) Twenty-seven completed years of service prior to June 1st of the year concerned - six weeks' vacation with pay or at the rate of 12% of such employee's gross earnings during the twelve months immediately preceding June 1st in that year, whichever is the greater.

13.02 When an employee's vacation entitlement changes as a consequence of service achieved subsequent to June 1st and prior to December 31st, the employee will be granted the higher vacation entitlement in the current vacation period between June 1st and December 31st.

13.03 For purposes of determining the vacation pay of employees, earnings shall include all premium pay, and pay for statutory holidays and vacations as set out in Article 14.

13.04 All vacation entitlements should be taken by end of calendar year. By mutual agreement between the Supervisor and the employee, vacation entitlement may be re-scheduled between January 1st and March 31st of the following year.

13.05 The Company agrees to notify employees of the date of plant shutdown, should there be one, by February 1st of each year. Employees will normally take their vacation during plant shutdown. Plant

shutdown, should there be one, will occur during the **months of July and/or August.**

13.06 Those employees with vacation entitlements greater than the plant shutdown will submit requests in writing to their Supervisor before March 1<sup>st</sup>, and the Supervisor will reply in writing to the employee by March 30<sup>th</sup>, finalizing their vacation schedule.

13.07 Employees who work in departments scheduled to operate during plant shutdown will be advised by February 15<sup>th</sup> of each year, as to the number of employees by job classification that will be required to work during plant shutdown. By March 1<sup>st</sup> it will be determined which employees will work during plant shutdown.

13.08 In departments operating during plant shutdown, employees in the department will be given first preference by seniority whether they wish to work or schedule these weeks as their vacation.

In the event that a substantial number of employees wish to take their vacation during plant shutdown, then junior employees by job classification will be scheduled to work if necessary.

13.09 Employees who are required to work during plant shutdown will be so informed by their Supervisor and the employee will take **his/her** vacation at a mutually agreed upon time.

**13.10** Employees with vacation entitlements greater than the plant shutdown period shall submit their request for such vacation in writing to their Supervisor prior to the March 1<sup>st</sup> of the vacation year, stating their preferred dates, and vacations will then be scheduled by order of seniority and production requirements prior to end of calendar year.

**13.11** Approval in writing of the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> weeks of vacation will be given prior to March 30<sup>th</sup> of the same year.

**13.12** As of April 1<sup>st</sup>, any employees having vacation entitlements yet to be scheduled will within 30 days determine with their Supervisor the time that remaining vacation entitlement will be taken from the remaining weeks available.

**13.13** Employees who are hospitalized while on vacation may defer their vacation and commence receiving full sickness benefits.

**13.14** In the event there is no shutdown scheduled:

- 1) Those employees with vacation entitlements will submit in writing to their Supervisor, before March 1<sup>st</sup>, requests for vacation stating their preference. Vacations will be scheduled by order of seniority and production requirements prior to the end of the calendar year.

- 2) The Supervisor will reply in writing to the employee by March **30th**, finalizing their vacation schedule.
- 3) As of April **1st**, any employees having vacation entitlements yet to be scheduled will, within 30 days, determine with their Supervisor the time that remaining vacation entitlement will be taken from the remaining weeks available.

## ARTICLE 14

### Statutory Holidays

**14.01** The Company recognizes the following statutory holidays: New Year's Day, the third Monday in February or the day legislated as Heritage Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day immediately before Christmas, Christmas Day, Boxing Day and one Floating Holiday which date will be by mutual agreement between the parties to a total of **12** Statutory Holidays. All employees who qualify in accordance with Clause **14.04(a)** shall receive payment for such holidays based on a normal day's pay. When a Statutory Holiday falls on a Saturday or Sunday it will be celebrated on the preceding Friday or the following Monday at mutual agreement between the parties. Failure to reach mutual agreement the Company will select either the Friday or Monday. Employees required to perform any work on any of these holidays shall be paid the rate of time and

one half of the employee's basic rate, in addition to receiving holiday pay.

**14.02** When one of the holidays listed in Section 14.01 is observed during an employee's annual vacation, the employee shall be allowed one additional day's vacation with pay in conjunction with his/her vacation unless mutually agreed to take a day's holiday at a later date.

**14.03** All employees shall be eligible for holiday pay irrespective of whether they are required to work on the holiday or not, subject to the provisions of paragraph **14.04(a)**.

**14.04(a)** All employees who have gained seniority and are actively on the payroll for at least **9** working days in the **4** weeks immediately preceding a statutory holiday will be entitled to such holidays as outlined in 14.01 above. Actively on the payroll in this instance shall mean actively at work or on Company sick leave (ie. first five days of sickness).

**14.04(b)** The provision of 14.01 does not apply to probationary employees.

## ARTICLE 15

### Seniority

**15.01** An employee will be considered probationary

until such time as he/she has accumulated 60 working days of service in a 12 month period, 60 working days in this instance shall include full days worked on Saturdays and Sundays, Statutory Holidays and Plant Shutdown. Employees hired subsequent to February 16th, 1979, who have completed the above work period will have their names placed on the seniority list and their seniority date will be coincident with their date of hire except in cases outlined in 15.02(c).

15.02 An employee shall accumulate seniority when he/she is:

- a) Actively at work for the Company following completion of the probationary period.
- b) Prevented from working for the Company as a consequence of injury arising out of his/her employment with the Company and which is compensable under the Workers' Compensation Act.
- c) Absent due to certified illness for up to 24 months and maintained after that only if the employee is on the Company Group Life Disability Plan.
- d) Absent due to pregnancy leave (17 weeks), parental leave (18 weeks).

15.03 Seniority shall terminate when an employee:



- a) Is discharged and not reinstated as a consequence of the grievance or arbitration procedure.
- b) Has been on lay-off from the Company for a continuous period of twelve months.
- c) Quits the employ of the Company for any reason.
- d) Fails to return to work on the date of recall without a satisfactory explanation. Recall shall be by telephone, failing telephone contact, then by registered letter to the employee's last known address. When the laid off employee(s) are contacted by registered mail, the employee(s) will contact the employer within three working days of receipt of such letter. Employee(s) are required to keep the Company informed at all times of where they can be reached and must be available to return to work within 3 days.
- e) Fails to return to work on his/her first scheduled working day subsequent to a leave of absence or vacation, unless such failure was reasonable because of illness or other circumstances beyond this individual's control.
- f) Is absent from work for two consecutive days without a satisfactory explanation or a Doctor's note.
- g) Is absent due to illness for more than 24 months.

- Not applicable if on Company Group Life Disability Plan,

**15.04** Seniority list for each separate Seniority group specified below will be revised and posted in the Plant each four months and a copy provided for the Union. Grievances concerning alleged inaccuracies in the lists must be filed with the Human Resources Manager within five working days of the date the list is posted. Any employee absent from the Plant at the time a seniority list is posted will have five working days from the date of their return to challenge the accuracy of the seniority list. Otherwise the lists will be deemed to be conclusive.

If one or more employees seniority date is coincident, seniority will be determined first by shift (A), (B) and (C) and second by alphabetical order.

Change of name shall not effect the employee's original position on the seniority list.

#### **15.05 Plant Wide Seniority**

One seniority list will be maintained for all employees.

**15.06** Subject to the above Provisions and as elsewhere set forth in this contract, seniority shall be on a Plant-Wide basis.

## ARTICLE 16

### Job Postings and Transfers

**16.01(a)** All new jobs and established permanent job openings after exhausting recall shall be posted in the Plant for three working days and employees in the bargaining unit may make application for such jobs. The name and grade of the specific job that is open will be typed on each posting form. Probationary employees may apply for plant job postings but their applications will only be considered should no employee with seniority have applied.

**16.01(b)** Job posting application forms are to be handed in person or by proxy to Supervision or the Human Resources office. Supervision or the Human Resources office will record date and time of receipt on application form. A copy of receipted application form will be provided to employee or proxy as provided by **16.01(j)**.

**16.01(c)** The name of the successful employee shall be posted in the Plant normally within three working days but not exceeding five working days.

**16.01(d)** From the date of actual movement to a permanent posting by **job** posting, an employee may not bid on another permanent job posting before a twelve week period has elapsed. An employee may make only

three lateral or downward moves per year as a result of job posting. If the employee is disqualified by the company, the twelve week period mentioned above is waived.

16.01(e) An employee who has successfully bid on a job posting shall be released within a four week period from the time of acceptance. If the move is delayed beyond the four week period the employee will be paid at the higher rate of pay and the Union will be informed of such delay.

16.01(f) In the event of a temporary job opening for a period expected to be less than 30 worked days, whenever possible the employee who was previously reduced from that job classification will be returned first. If this is not feasible then the most senior qualified employee will be considered for transfer next and so on. Temporary transfers to job grades 1,2 and 3 will be by seniority only, except into the Night Sanitation Department where employees who waived their right will not be considered eligible.

16.01(g) In the event of a temporary job opening expected to exceed 30 worked days, whenever possible the employee who was previously reduced from that job classification will be returned first.

Failing that, a temporary job will be posted and be identified on the face of the posting as temporary and also state the expected time period of the opening.

Temporary postings will normally be limited to a maximum duration of 26 weeks.

Extension may be necessary if complications arise from uncertainties such as W.I. and WCB situations.

16.01(h) A temporary opening for job grades 1, 2, 3, 4, and 5 which is expected to exceed 30 worked days will be posted and be identified on the face of the posting as temporary. The Company will make a selection from the applicants on the basis of seniority only.

A temporary opening for job grades 6 and above which is expected to exceed 60 worked days will be posted and be identified on the face of the posting as temporary. The Company will make a selection from the applicants on the basis of seniority only.

A temporary opening for jobs grade 6 and above which is expected to exceed 30 worked days but less than 60 worked days, will be posted and be identified on the face of the posting as temporary. The Company will make a selection from the applicants on the basis of qualifications first and seniority second. The minimum qualification is 10 worked days in the job that is posted.

The successful applicant will return to the job he/she held previously on completion of the temporary posting. Experience gained on a temporary posting will not be

considered in filling a non-temporary job posting. Employees who have successfully bid **into a temporary** posted job must complete the duration of the temporary job before being eligible to bid on a temporary job of a different classification, but may bid on permanent job **postings** and will move according to the provisions of **16.01(e)**. It is understood that these ten (10) days of training are representative of the normal job content.

**16.01(i)** The Company shall be subject to the same limitations as set forth in Section **16.02**. It is recognized that if applicants with sufficient qualifications are not available, the Company retains the right to hire outside.

**16.01(j)** Employees who are absent from work due to sickness or injury at the time a permanent job posting or temporary job posting of over 12 weeks occurs may make application for the posted **job** up to thirty calendar days from the date of such posting. This will allow a reasonable amount of time for employees to bid on jobs that they are interested in and otherwise would have missed because of illness. Employees applying for a temporary posting must be medically cleared to return to work within 30 days of the date **of** the posting. An application may be submitted in person or by proxy by a Union Steward. Job openings will not be posted during Plant Shutdown. Should a job opening be posted less than three working days before Plant Shutdown, it will continue to be posted after Shutdown to fulfil the required three working day period.

**16.01(k)** Employees going on vacation must indicate to the Human Resources Office in advance in writing their interest in specific job **postings** in order to be considered for such job **postings**.

**16.02(a)** In all cases of movement as a result of permanent job **postings**, other than a promotion to a position outside the bargaining unit, the following factors shall be considered:

**(1) Seniority**

In the event that there is a marked difference between the top applicants **(2)** shall be invoked otherwise **(1)** shall apply.

**(2) Skill, efficiency, experience and past work record with the Company.**

**16.02(b)** In the event of failure on a job posting the employee concerned and subsequent employees posting behind will return to their former posted jobs regardless of seniority. Employees other than employee being failed, will establish bumping and recall rights on that posting provided they had fulfilled the requirements of **16.02(c)**.

The next applicant will be found through selection of the next senior qualified bidder from the original job posting, provided the requirement still exists and the next senior qualified bidder has not accepted any other

permanent job posting. Failing qualified applicants, job **will be reposted.**

**16.02(c)** From the date of actual movement to a permanent job posting the incumbent must complete the job training period as outlined in the job specification. In all cases, a minimum of six calendar weeks will be provided excluding shutdowns, holidays, and other absences, for the incumbent to demonstrate that they can satisfactorily perform the job and thus establish bumping and recall rights. **To** establish bumping and recall rights, the employee must complete the job training as outlined in the job specification.

**16.02(d)** Should the Company for any reason require an extension of the six week qualifying period referred to in **16.02(c)**, a written request will be made to the Union President ~~or~~ designee in advance of expiry date of the qualifying period.

**16.03** When an employee is transferred to a job other than his/her regular job for the convenience of the Company, the employee will have his/her rate maintained if the rate of the job scheduled is lower than the employee's regular job rate. Should the rate of the job the employee is scheduled to be higher than the employee's regular rate, then the employee will be paid the higher job rate on an exception basis.

This clause does not apply in the case of a temporary posting where an employee will be paid at the rate of



the job that the employee has successfully posted to, effective at the time of the actual physical move to a temporary position.

No person shall be transferred to a job position, above grade three (3) unless they are capable of performing the work. Days spent in a job under this clause, are not to be deemed as "training days" for other contractual applications.

**16.04(a)** Employees in the Soup Packaging area transferred to or relieving on a higher rated job for fifteen consecutive minutes up to one hour, will be paid one hour's pay at the higher job classification rate of **pay**.

**16.04(b)** Employees of other departments transferred to a higher rated job will be paid for such work as follows:

- (1) transfer for fifteen minutes or more but less than two hours - paid the higher rate for the duration of the transfer.
- (2) transfer for two hours or more - paid the higher rate for the whole shift.

**16.05** In the event that an employee is transferred to a position outside the scope of this agreement, seniority will be treated as follows if and when he/she returns to the Bargaining Unit. Temporary transfer has a

maximum duration of twenty-six (26) weeks.

- (a) Expected temporary transfer: The Company will specify the expected time period in advance of the transfer, and during this period seniority will continue to accumulate.
- (b) Expected permanent transfer: Seniority will continue for the first six consecutive months and employees may be returned to the bargaining unit with accrued seniority. In the event that the employee has insufficient seniority to return to his/her previous posted position, his/her seniority will be exercised bumping laterally or downward. Employees who are not returned to the bargaining unit within six months may do so after six months as an employee who has completed the probationary period only.
- (c) An employee accepting a permanent job with the Union will continue to accrue seniority, and they may be returned to the Bargaining Unit with accrued seniority at any time, and bumping laterally or down.

## ARTICLE 17

### Reduction of Workforce and Recall Procedure

17.01(a) In a reduction of workforce, the Company may transfer the employees affected to any other job in

the plant, providing that the rates of pay of the transferred employees are maintained. No person shall be transferred to a job above grade three (3) unless they are qualified to perform the job. Qualified in this instance will be defined as a person having been trained 10 days in the normal job content of the job.

(b) If the Company does not exercise this right, then the affected employee(s) will:

(1) Exercise their seniority plant wide bumping laterally or downward to and including Job Grade 4, provided the employee is qualified to perform the job.

Qualified in this instance will be defined as a person having been

a) permanently posted as described in 16.02(c).

b) temporarily posted or;

c) trained as outlined, under Job Evaluation, always provided the job has not significantly changed since the employee last performed the job. Management shall determine if there has been a significant change.

The intent of this clause is to allow employees to bump by seniority into jobs

that they can perform immediately in a competent manner. An objective measure of this intent is that an employee would be able to perform the job competently with up to a maximum of five days refamiliarization.

- (2) Will exercise their seniority alone to bump into Job Grades 1, 2 and 3 plant wide, with the exception of Night Sanitation jobs.
- (3) Will exercise their seniority alone to bump into Night Sanitation jobs provided they have not waived this right under the terms of 17.01(c). Employees may only bump into Night Sanitation jobs if they have insufficient seniority to bump into Grade 1, 2, & 3 jobs outside the Sanitation Department.
- (c) (1) Employees who wish to waive their right to bump into Night Sanitation jobs must sign a waiver to this effect. Such a waiver may be signed on the first Monday of any calendar month. Bumping rights into Night Sanitation may be reinstated by job posting under the terms of 16.02(c) or by the terms of (2) below.
- (2) An employee who has signed a waiver limiting his/her right to bump into Night Sanitation may revoke this waiver during the second week of January to be effective the first Monday in February or during the second week of September

to be effective the first Monday in October.

- (d) Reductions in the Maintenance Department workforce are subject to the above provisions 17.01 (a) and (b) with the following exceptions:
  - 1) Reductions in Groups MM1 and MM2 will be by seniority within the classification.
  - 2) Mechanics in MM3 and MM4 will be treated as one classification for layoff purposes; likewise Electricians in MM3 and MM4 will be treated as one classification for layoff purposes.
- (e) Movement brought about by a reduction in the workforce of one or more employees shall start with the most junior affected employee who shall bump the most junior employee of same or lower job classification into which the employee may bump and consequently there will be no job preference. Bumping movement at all job classification levels will be lateral or downwards with the exception of job grades 1, 2 & 3.
- (f) In the event that a person would be laid off, upward bumping will be exercised after exhausting lateral or downward opportunities. The employee will exercise their seniority plant-wide, upward, provided the employee is qualified to perform the job. Qualified is defined as in 17.01(b)(1).

**17.02(a)** The recall procedure will be exercised when a job opening is expected to exceed and does exceed one scheduled work week due to an increase in production or when an incumbent permanently vacates the job classification in question.

**17.02(b)** An employee will also be considered as having been recalled should they return for 20 worked days to the job classification from which they were reduced previously due to the need to replace another incumbent who is absent for any reason.

**17.02(c)** In recalls to job Grades 4 and above after a lay-off, seniority will be the governing factor provided the employees involved are qualified to perform the available work by the terms of **16.02(c)** and that the recall does not take them to a job grade above their last permanent posted position.

Seniority alone will be the determining factors on recalls to jobs in Grade 1, 2 and 3.

**17.02(d)** For a recall of one week or less, employee(s) will be contacted by telephone only (from layoff from outside the plant). In the case where the employee is given less than 4 hours notice and may have prior commitments that prevent them from returning to work, they will waive their recall right until the next recall requirement.

**17.03(a)** Employees who have gained seniority, and

are informed in writing that they are downgraded as a reduction of the workforce and seniority has been exercised shall:

- (1) retain their rate for the balance of the week.
- (2) retain their rate for the three (3) following full weeks.

**17.03(b)** Employees will re-qualify for rate retention when they meet the terms of **17.02(a)**, or **17.02(b)**, or are downgraded to a position for a period exceeding one scheduled week, following the completion of any previous period of rate retention.

**17.03(c)** The provision of **17.03(a)** concerning rate retention shall not apply in the cases of temporary transfers and temporary job postings.

## ARTICLE 18

### Severance Pay

#### 18.01 Severance Pay

Employees with 3 years seniority at the time of lay off and who remain on lay off for more than one year (as per **15.03(b)**) will receive severance pay at the rate of one weeks pay (40hrs. at the employee's straight time classified job rate) for each year of service. Effective February 16, 1994 the rate of severance pay will be

two weeks pay (80 hours at the employee's straight time classified job rate) for each year of service.

**18.02** The one year period the employee has been on lay off, in this instance will not be considered to be part of the employees service for severance pay calculation purposes.

**18.03** In the case of the Company closing and relocating the plant, all present employees would be offered employment before any new employees would be hired within three months of the move. If no employment is available, the employee would receive severance as outlined in article **18.01** and the one year waiting period would not apply. Should an employee choose not to relocate, the above provisions for severance pay would continue to apply.

## ARTICLE 19

### **Leave of Absence**

**19.01** The Company may grant leave of absence without pay to an employee provided that such absence does not adversely affect the operations of the Plant. Leave of absence may be granted for legitimate personal reasons.

**19.02** Application for leave of absence will be made



in writing by the employee to his immediate Supervisor. The employee should provide as much notice in writing as possible.

A written decision on requests for leave of absence will be provided within thirty days of the request and such approval will not be revoked.

However, written approval for leaves of absence during June, July and August may not be given prior to May 31 of the same year as requests for vacations by employees with vacation entitlements greater than the Plant Shutdown must first be satisfied.

**19.03** Leave of Absence for Pregnancy (natural or adoptive mother) and Parental Leave (natural and adoptive parents) will be in accordance with the provisions of the Ontario Employment Standards Act.

Employees shall continue to accrue seniority up to the end of the seventeenth week of maternity leave, at which time the employee shall be required to decide whether to return to work or lose seniority as of that date.

## ARTICLE 20

### **General**

**20.01(a)** Employees shall be granted a fifteen minute rest period in each consecutive four hours worked.

Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening the regular working day.

20.01(b) Lunch periods will be one-half hour duration, and will be completed within a one-and-one half hour period after the first lunch break has commenced in each shift.

20.02 Reasonable and necessary leave for Bereavement and Jury Duty will be provided normally without loss of pay.

20.03 Reference for Maintenance Employees only: **Items** contained in the Maintenance Department Section in Article 22 supersedes similar articles in the Collective Agreement.

20.04 Employees reporting for work as usual on a regular working day, unless notified prior to the beginning of his/her shift not to report, and for whom no work at his/her regular job is available, shall be offered at least four hours' employment in other work at the employee's current rate of pay, or, at the Company's option, will be paid four hours' pay in lieu of work.

This provision shall not apply if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure or other like cause beyond the control of the

Company.

**20.05** Officers and representative of the Union who are not employees of the Company will be admitted to the Company premises at all reasonable times for the purpose of handling matters involving the relationship between the Company and the Union arising from this agreement, provided that they first notify and obtain the approval of the Plant Manager or designee. It is understood that such approval will not be unreasonably withheld and that any person so admitted will not abuse the privilege of admittance.

**20.06** The Company will provide the Union with adequate separate notice board space for the purpose of posting notices of Union Activities. All such notices must be signed by the Union President or the Vice President, in the absence of the President.

**20.07** The Company agrees to give 36 hours' notice of lay-off or eight hours' pay at the employee's regular rate in lieu thereof, except where such lay-off is a consequence of machinery breakdown, an act of God, fire, flood, power failure or other like causes beyond the control of the Company.

**20.08** When an employee changes his/her address and/or phone number it is important that the employee notify his/her supervisor, in writing, of such change. The Company will accept no liability until it is notified of such changes.

**20.09** It is recognized as a matter of principle that the following exception clauses are not to be misused, but applied only in the spirit of their intent. Supervisory employees shall not perform work on a job classification within the bargaining unit if the result would be to displace an employee in the bargaining unit, but this will not prevent such work (1) in emergencies, limited expressly to immediate breakdown of equipment, or danger to the equipment or to the employee, when regular employees are not immediately available, (2) in the instruction or training of employees, (3) in testing materials and equipment, and (4) in the performance of necessary work when production difficulties are encountered.

**20.10** The Company will appoint Lead Hands and Acting Supervisors at the rate of pay set forth in Appendix A of this agreement. It is understood that the responsibility of a Lead Hand will not include the right to discipline employees.

The Company will describe the duties of a Lead Hand in writing and such description will be retained on record between the parties hereto agreed. The appointing of Acting Lead Hands or Acting Supervisors are limited to a **twenty-six (26)** week duration.

**20.11** Employees in the bargaining unit shall select a representative from their membership to the Lipton Employees' Pension Committee.

20.12 Appendices A, B, & C, hereby form part of this agreement.

20.13 Summer students who indicate by signing to that effect that they intend to return to school will not gain seniority. Should a student wish to become a full time employee they must apply and be accepted by the Company into a permanent **job**. For the purpose of this clause a student may be employed between May 1st and September 30th of a calendar year.

20.14 The Company agrees to pay the full cost of one pair of safety boots or shoes per twelve month period for employees to a maximum cost as follows:

\$80 - 1st year

\$85 - 2nd year

The wearing of safety footwear is mandatory for all employees covered by this Agreement in all work areas of the Plant. Failure to wear safety shoes will result in the employee being denied access to their work area without pay until compliance is observed. The Union endorses this **safety** measure. The anniversary date is to remain a constant except in instance where an additional pair of safety footwear has been supplied at no cost within the twelve month time frame.

**20.15** The Company will pay the full cost of

purchase of prescription safety glasses and replacement lens as required (up to a maximum limit set by the Company) to employees required to wear prescription safety glasses on their job.

**20.16** Any reduction in U.I.C. Premiums, including the employees portion received by the employer, will be shared through improved benefits.

**20.17** Calendars will be printed in the back of the Collective Agreement.

**20.18** Any Letters of Understanding or Memorandums of Agreement duly signed by both parties currently in effect will remain in effect unless specifically modified by this Agreement.

## ARTICLE 21

### Benefits

**21.01(a)** The cost of the Ontario Hospital Insurance plan shall be paid 100 percent by the Company from the date of this Contract and all additional increases to the cost of this plan will also be borne by the Company during the contract period.

**21.01(b)** The major medical plan, paid 100% by the Company, will provide a maximum yearly deductible of \$25.00 per individual or family and 100% payment of

eligible expenses. This plan also includes out of Province coverage.

21.01(c) The cost of the weekly indemnity plan will be totally paid by the Company and will provide 70% of weekly earnings for a maximum of 36 weeks.

21.01(d) Premiums for \$30,000 Life Insurance will be paid by the Company.

21.01(e) Employees retiring after February 16, 1990 will receive a Paid Up Life Insurance Policy of \$3,500.

21.01(f) The Company will provide a Dental Plan (\$600.00 Annual maximum) at 100% cost to the Company based on the current Ontario Dental Association schedule of fees for each year of the agreement.

The Company will provide a \$2,000.00 life time maximum Orthodontal Plan on a 50/50 co-insurance basis. The cost of this plan to be 100% paid by the Company.

21.01(g) The Company will provide a Vision Care Plan which will pay up to a maximum of \$100.00 per 24 month period for prescription eye glasses and contact lenses for employees and eligible dependents.

21.01(h) The above coverage and payment schedule and any other company benefits applies only to

employees with seniority who are actively at work for the company with the following exceptions:

- 1) an employee who is absent from work as a consequence of an injury arising out of his/her employment with the Company and who is compensated under the Workers' Compensation Act for up to two years from date of injury.
- 2) a female employee who is on pregnancy leave and/or parental leave of up to 35 weeks (17 weeks of pregnancy leave, not including week of delivery, plus 18 weeks of parental leave). A father or adoptive parent on parental leave up to 18 weeks. Benefits will be extended if there are pregnancy related complications, up to a maximum of one year.
- 3) up to the end of the month in which any employee is laid off. Except for life insurance which continues up to the end of the month following the month in which the layoff occurred.
- 4) up to the end of the month following the month in which an employee commences a leave of absence.
- 5) up to one year for employees absent due to sickness.



## ARTICLE 22

### MAINTENANCE DEPARTMENT SECTION

#### 22.01(a) Overtime

Overtime in the Maintenance Department will be equally distributed as follows:

Overtime, excluding call-ins, will be distributed to the employees who are qualified to perform the required overtime work. Overtime hours refused will be recorded as if worked. For the purpose of equal distribution of overtime, a list of all overtime hours worked will be recorded whether the employee works or declines or is not available to work overtime. The **employee(s)** with the lowest overtime hours recorded will be required to work as assigned if other employees are unavailable or decline the overtime offered.

The term equal distribution will be defined as a maximum of 24 hours between the qualified **employee(s)** with the most overtime hours recorded and the qualified **employee(s)** with the least hours recorded.

If the difference in hours is more than 24 between the low qualified **employee(s)** in recorded hours and the high qualified **employee(s)** in recorded hours as of Friday noon of each work week, then the qualified **employee(s)** with the lowest hours recorded will be paid the difference between the high qualified **employee(s)**

hours recorded in excess of 24 hours. Employees will start with zero overtime hours recorded each January 1st.

#### 22.01(b) Failure of a Relief Employee to Appear

If overtime is required to be worked through the failure of a relieving maintenance employee on the following shift to appear on time, the qualified employee with the lowest overtime hours on the shift that is ending will be required to work. The two hour notice period referred in **12.05(a)** does not apply to the circumstances stated in this section. The Supervisor will, whenever possible, endeavour to obtain another qualified replacement.

#### 22.02 Call-In Procedure

A list for maintenance personnel will be posted, reflecting the current practise of call-ins. (Subject to change based on business requirements.)

#### 22.03 Tool Allowance

Tool allowance will be paid to Maintenance Mechanics, Packaging Mechanics, Machinists and Electricians who are on the payroll on January 15th and have completed their probation period:

**\$125.00**

Upon reaching the first anniversary of their start in the

apprenticeship program, the apprentices would receive their first year tool allowance.

After that they would receive it on January 15 with the rest of maintenance.

The purpose of the tool allowance is to replace tools worn or broken on the job or lost through pilferage. The Company agrees to replace required tools that are stolen from a sturdily locked tool chest on the employees off shift.

The Company also agrees to pay up to \$1,200.00 should the entire tool chest and its contents be lost through burglary or fire.

#### 22.04 Vacations

The Company agrees that by February 15th of each year that maintenance employees will be informed of the number of maintenance employees that will be required to work the plant shutdown.

Scheduling will be by job classification and plant seniority. Preferences will be given to senior employees as to whether they wish to work or take vacation during the plant shutdown.

“In the event that a substantial number of employees wish to schedule their vacation during the plant shutdown, then junior employees by job classification will be scheduled and required to work.”

## 22.05 Licences

The Company will pay the full cost of all compulsory trade licences as required by the Province.

## 22.06 Contractors

A list of capital projects will be provided by the Plant Manager to the Union President. Contractors will be limited to completing Capital Project work.

## 22.07 **Education/Training**

It is agreed that Maintenance Personnel will be trained on new equipment but not necessarily by seniority.

## 22.08 Apprenticeship Programs

The apprenticeship program now in place is subject to the guidelines of the document presented by the Company. The document may be obtained from the Human Resources Department upon request.

**22.09** The list used currently for shift rotation for each of the trade groups will be posted by the Supervisor within the specific areas. Future requirements may cause the method of rotation to change.

22.10 All other provisions of the Collective Agreement not contained in this section of the

Collective Agreement also apply to Maintenance1 Employees.

## **ARTICLE 23**

### Termination

**23.01** This agreement shall remain in force for a period of two years from February 16, 1995 and shall continue in force from year to year thereafter unless in any year not more than sixty days, and not less than thirty days, before the date of its termination, either party shall furnish the other with notice of termination of or proposed revision of this agreement.

IN WITNESS WHEREOF each of the parties hereto has caused **this** agreement to be signed by its duly authorized representatives as of the day and year first above written.

**THOMAS J. LIPTON  
A DIVISION OF UL CANADA INC.**

D. DOBBIN, Manufacturing Manager  
S. HEASLIP, Vice President of Human Resources  
L. CADEAU, Human Resources Manager  
J. GROVES, Packaging Production Manager  
H. McCRIE, Processing Production Manager

**AMERICAN FEDERATION OF GRAIN MILLERS  
INTERNATIONAL UNION, AFL-CIO, CLC  
AND ITS LOCAL UNION 327**

K. EATON, President  
Local 327  
S. GRIMM, International Vice President  
American Federation of Grain Millers  
T. WINSTONE, Vice President, Local 327  
R. HEDLEY, Treasurer, Local 327  
G. McBRIDE, Recording Secretary, Local 327

## ARTICLE 24

### Health & Safety

**24.01** The Company shall make reasonable provisions for the Health and Safety of its employees during working hours. The Company and the Union shall use their best endeavour to require all employees to comply with the Bramalea Health and Safety Policy.

### APPENDIX A WAGE SCHEDULE

EFFECTIVE FEBRUARY 16, 1995

#### **PAYMENT OF WAGES - Weekly**

#### **SHIFT PREMIUM**

Employees assigned to the afternoon (C) shift, night (A) shift *or* night Sanitation crew, will receive a shift premium per hour as set out below:

C	A
<b>.40</b>	<b>.60</b>

The shift premium will be paid on overtime worked at

the rate of the scheduled shift. Such shift premium will not be added to the employee's rate when computing overtime.

## **LEAD HANDS**

The Lead Hand Rate is \$1.00 per hour. Job Grades for Lead Hands are as follows:

Taco Department	- Grade 6
Sanitation Department	- Grade 7
Warehouse	- Grade 7
Soup Packaging Department	- Grade 9
Process Department	- Grade 9
Maintenance Department	- Grade 11

An acting Supervisor will receive the rate of 75 cents per hour in addition to the Job Rate. Should a Lead Hand be appointed to Acting Supervisor, 75 cents per hour will be paid in addition to the Lead Hand rate of **\$1.00.**



<u>Job Grade</u>	Effective <u>Feb. 16, 1995</u>	Effective <u>Feb. 16, 1996</u>
	<u>2.5%</u>	<u>2.5%</u>
1	14.80	15.17
2	15.75	16.14
3	16.20	16.61
4	16.80	17.22
5	17.16	17.59
6	17.69	18.13
7	18.28	18.74
8	18.81	19.28
9	19.52	20.01
10	20.68	21.20
11	21.21	21.74

#### MAINTENANCE GROUP

General Labour	15.75	16.14
MM4	21.21	21.74
MM3	21.74	22.28
MM2	22.40	22.96
MM1	23.07	23.65

\$0.25 premium for Gas Fitter Maintenance Certificate on Grandfathered basis **for** current maintenance employees **only**.

Job List - February 16, 1995

- Job Grade 2** - General Labour (Packer)  
Ingredient Feeder (Taco)  
Storekeeper Helper
- Job Grade 3** - Building Cleaner - Sanitation  
Chute Filler  
L-Bar Sealer/Edson Operator  
Packaging Machines Cleaner  
Packer Palletizer/Nacho Inspector  
Palletiter  
Production Support Cleaner
- Job Grade 4**
- Job Grade 5** - Casserole Operator  
Fun Fruit Operator  
Machine Operator/Supplier - Taco  
Nester/Shellguard  
Palletizing Operator  
Process/General Cleaner  
Soups and Gravies Food Service  
Operator  
Store Keeper  
Volpak Operator
- Job Grade 6** - Bartelt Operator  
Lift Truck Operator - Raw  
Materials Whse.  
Reclaim Operator - Process

- Job Grade 6** - Side Seam Gluer Operator/Packer  
Stockperson - Soup Packaging  
Turret/Counter Balance Operator  
Utility Person - Soup Packaging  
Utility Person - Taco  
Warehouse Person
  
- Job Grade 7** - Freeze Dryer Operator  
Receiver - Warehouse  
Utility Person - Dry Mix  
Wet Mix Operator
  
- Job Grade 8** - Dry Mix Operator
  
- Job Grade 9** - Noodle Operator  
Pest Controller  
Stockperson - Process Department
  
- Job Grade 10** - Baker
  
- Job Grade 11**

### Maintenance Group

General Labour

**MM4**

**MM3**

**MM2**

**MM1**

## APPENDIX B

### JOB EVALUATION SYSTEM

This letter refers to the Job Evaluation system for jobs in the Bargaining Unit at Bramalea, put into effect in October 1970.

Both the plan and its administration are modelled after, but not exactly the same as, that used by Lever Detergents Ltd. The following guidelines are adopted.

1. The classification of jobs and the wage scale to which such classification is related is set out in Schedule A hereto.
2. Subject to Clause (4) below there shall be no change during the life of this Agreement in the job rates as set forth in Appendix "A", except to add to those rates established to cover any new jobs established. If subsequently, as the result of the Lipton Job Evaluation Plan, the resulting rate is higher, it shall be retroactive to the date the job commenced. However, if the resulting rate is lower than the tentative rate, the rate adjustment shall be made currently.
3. (a) New jobs established shall be evaluated as promptly as is reasonable by the Management Evaluation Committee on the basis of the Lipton Job Evaluation Plan, with the result being

submitted to the Union for review.

- (b) If the Union is not in agreement with the evaluation made by the Management Evaluation Committee, they shall, within ten regular working days of the date on which the evaluation was submitted for their review, file in writing a protest with the Human Resources Manager.
- (c) If such a protest is filed, a meeting shall be arranged within ten regular working days between the Management Evaluation Committee and the Union Review Committee to discuss such differences as may exist.
- (d) Within five regular working days of such meeting, the Human Resources Manager shall communicate to the Union the decision of the Management Evaluation Committee.
- (e) The evaluated rate shall then be made effective as of the commencement date of the new job, subject to Clause (2) above.
- (f) If the decision of the Management Evaluation Committee is not satisfactory to the Union, they shall, within ten regular working days, request that the matter be submitted to the Umpire.
- (g) The Umpire shall then judge the issue as

presented solely on the basis of the Lipton Job Evaluation Plan, and his decision shall be final and binding on both parties.

- (h) Each party shall bear one-half the expense of the Umpire.
- (i) In respect to all new jobs and jobs involving re-evaluation, the Company agrees to adhere to a 30 calendar days time limit, in regards to a final decision on the above said new **job** or re-evaluation.
- (j) Time limits provided above may be extended by mutual consent of the parties.

4. Jobs shall be re-evaluated as promptly as is reasonable by the Management Evaluation Committee on written request by either employee, the Union or the Company, providing there is sufficient evidence submitted to show that there has been sufficient change in job content that a change of at least one degree in one or more factors can be reasonably anticipated. The re-evaluation shall concern itself solely with the change. The same process shall be followed to resolve differences as provided for new jobs, except that the re-evaluation rate shall become effective on the date the request for re-evaluation was received by the Human Resources Manager. A question of whether or not there has been

sufficient change in job content may also be submitted to the Umpire.

5. Any rate for a new **job** or a re-evaluation **job** shall be implemented on the second Monday following the date Management's rating is officially provided by the Union.
6. During the life of the Agreement, the Umpire in respect to job evaluation will be a person as may be mutually agreed by the parties. Failing mutual agreement, either party may request the Minister of Labour for Ontario to appoint a person who is conversant with Job Evaluation as an Umpire.
7. An employee holding a Red Circle Rate will receive no increase as long as **he/she** holds the job and until the rate for the job equates with **his/her** Red Circle Rate. At that point **he/she** will cease to be Red Circled.

To facilitate the prompt disposition of jobs being evaluated, it is the intent of the parties to schedule meetings no less than once per month until such time as all **jobs** are current.

## APPENDIX C

### Salary Plan

On December 1, 1970 the hourly-rate system was replaced with a salary plan system. It is designed to protect one's income when prevented from attending work for occasional illness or reasons judged by the Company to be bona fide. The plan provides continuity of your salary system during the so-called "waiting period" in cases of lengthy illness and then the Weekly Indemnity Plan will go into effect.

#### Calculation of the Salary Plan

Your weekly salary will be forty times your current hourly rate as established by the collective agreement.

The arrangement will not affect your unemployment insurance coverage. You and the Company will continue to make the usual contribution and you will be eligible for the same benefits that you are now.

The Salary Plan, as outlined above will be paid on a weekly basis.

#### Administration of the Salary Plan

The essential rule is that you keep your Supervisor fully advised of any absence and the reasons for them. There will also be some circumstances when he/she will



request a statement from a doctor regarding the state of your health during or after an illness.

The plan is a means of income continuance, not an approval for truancy. Therefore, if an employee is frequently absent - regardless of the reasons for the absence - his/her case will come under review just as it does now. It is costly and unfair to continue to extend privileges to any who abuse them and it is the Company's responsibility to discontinue their services if they prove they are unwilling to successfully maintain satisfactory levels of attendance.

It is important that we remember, continued excessive plant absenteeism may jeopardize the continued existence of Salary Plan benefits as they exist at present.

## LETTER OF UNDERSTANDING • Inclement Weather

re: Article 20, 20.04

Should the Company decide to close the plant due to extremely bad weather conditions, (i.e. severe snow storm) every reasonable effort will be made to

- a) Contact employees of the affected shift prior to the start of the shift.
- b) Request the local radio station, 530 CIAO AM, to announce closure of the plant.

Employees should, in such circumstances, attempt to contact the Company to determine whether it will be operating or not.

As such a plant closure is beyond the control of the Company, affected employees will not be paid reporting pay whether they manage to report or not.

If, during a period of bad weather conditions, the Company decides to continue its operations, employees reporting for work will be provided with a minimum of 4 hours work. Employees who do not report for work as scheduled when the plant continues operations will not be paid. The exceptions to the above will be when an employee is on Company sick leave, is hospitalized, received emergency treatment or is treated by a

physician, for reasons which would have prevented him, or her from working on the **day(s)** of inclement weather. The above exceptions must be certified in writing by a medical practitioner.

The Salary Plan does not supersede the provisions of Article 20, 20.04 of the Collective Agreement which addresses itself to the Company's inability to provide work not an individual's ability to report to work as outlined in the Salary Plan.

Dated this **11th** day of August **1985**.

Signed *for* the Company

M.E. DOUGLAS  
S. ASHBY

J.B. KROEZE  
G.B. MURDOCH

Signed for the Union this **11th** day, August, **1985**

F. YUSUF  
R. HEDLEY  
R. CARVER-SMITH

L. McCOOMBS  
G. McBRIDE

LETTER OF UNDERSTANDING Re: Inventories

The taking of inventories is not considered to be bargaining unit work; however, when extra personnel are required in addition to the management and clerical staff, such employees will be selected in the following manner.

- 1) Senior qualified employees working in the Department.
- 2) Senior qualified employees working outside the Department.

All interested employees must sign a posted list in order to be considered for work on an inventory.

Dated this 17th day of August, 1987.

Signed for the Company

M.E. DOUGLAS  
S. ASHBY

J.B. KROEZE  
G.B. MURDOCH

Signed for the Union

C. WAMBOLDT  
R. HEDLEY  
B. TIMBERS

L. McCOOMBS  
G. McBRIDE

**LETTER OF UNDERSTANDING Re: Skilled Trades  
Premium**

The Company and Union agree to the institution of a Skilled Trades Premium by the Company of \$1.43 per hour to all Maintenance Personnel in addition to the previously negotiated rates of pay. This premium is to be a one-time adjustment and will remain separate from the negotiated rates of pay. For example, Job Grade 10 (Pkg., Gen. Maint. Mechs., Elects. & Machinist) will receive  $\$14.82 + \$1.43 = \$16.25$  per hour effective December 1/87 and on February 16/88 they will receive  $\$15.43 + \$1.43 = \$16.86$  p/h and on February 16/89 they will receive  $\$16.20 + \$1.43 = \$17.63$  p/h. The same formula would apply to all other skilled job classifications in the Maintenance Department. Overtime rates will be calculated on the total of the negotiated rate and the Skilled Trades Premium combined.

Subject to the terms and conditions above, it is further agreed that effective upon implementation of the agreed to Apprenticeship Program, the Company agrees that based on the criteria described in the program, the Company will post for two apprentices in the required trades.

Agreed to this date November 26th, 1987 at Brampton, Ontario.

**Signed for the Company**

M.E. DOUGLAS  
S. ASHBY

J.B. KROEZE  
G.B. MURDOCH

**Signed for the Union**

C. WAMBOLDT  
R. HEDLEY  
B. TIMBERS

L. McCOMBS  
G. MCBRIDE

**LETTER OF UNDERSTANDING** Re: Guidelines to Overtime Distribution

1. When overtime is required, the supervisor will ask the person with the lowest overtime as per 12.06 (a) (1st). The critical issue here being "posted" to the job and low overtime. If "posted" employee, for whatever reason, has been temporarily assigned somewhere else, he/she is still entitled to be asked to work overtime.
2. After exhausting all the steps of **12.06(a)** and no one was found to work the overtime, "permanent posted" person with the lowest overtime charged will be required to work.
3. **12.06 (a) Step 5:** Qualified employees working outside the department.

A procedure, for distributing overtime equally outside the department are not available, therefore, the clause is not applicable.

A master list of employees "qualified" for all jobs will be kept and updated by Human Resources. This will provide guidance for selection at Step 5.

4. Qualified has two definitions.
  - (a) permanently posted for six (6) weeks or more
  - (b) someone who has served ten (10) days in the position

It is understood that these ten (10) days of training are representative of the normal job content.

Therefore, in steps 3 and 5, overtime will be distributed first to people qualified under definition (a) and then under definition (b) before moving to the next step.

5. If two (2) people have equal overtime charged, the senior person will be asked first.
6. If person refused overtime, providing the 2 hour limit of 12.05 (a) or the 40 hour limit of 12.04 have been met, the person will be charged regardless of the reason with these exceptions:

If a member of the union executive, steward or committee member is required to attend and attends a union activity, then **no** charging will take place on refusal.

A two-tier charging method will be established. One list is just for work in their classification. The second list is all overtime worked in or outside classification and department. This way working outside one's class does not limit one's availability for work inside their classification.

7. If the conditions of 12.05 (a) and 12.04 are not met, but the person works the overtime, the person will be charged. If a person refused, no



charging will take place.

8. Employees eligible to be asked to work overtime, but not available for overtime, will be charged the actual number of hours if entitled under equal distribution, in their job classification during the period. The only exception would be when an employee is on vacation entitlement ~~or~~ union business.
9. If the Company has a duty to call a person at home, then a refusal will be charged. If no contact is made with the person, no charging will take place.
10. If a person is late, and works overtime at the end of the regular core shift hours, the person will be charged overtime hours worked after the end of the core shift hours.
11. All overtime will be charged at straight hours and regardless of rate paid.
12. On a (2) shift operation, if overtime was required:
  - (i) provision of 12.04 must be met.
  - (ii) The "posted" person with the lowest overtime would be asked first (12.06)(a), then the "posted" person with the next lowest overtime would be asked and so on (until the requirement is met)

regardless of what shift they worked on Friday, filling the B shift first and then the C shift if required.

All hours scheduled to be worked on Saturday are added to overtime hours before Sunday selections. Sunday shift would follow the same procedure as Saturday.

- (iii) In all these cases, if scheduling is required, the person with the lowest O.T. would be required to work.
- 13. Shiftmate - Is the person who has the lowest overtime hours in the particular classification on shift.
- 14. If two (2) or more people are posted in a temporary job:
  - (a) the temporary with the lowest overtime would be asked first as in 12 above.
  - (b) the temporary posted employee would enter the job with the average of the "high" and "low" overtime hours of the other temporaries.
- 15. Overtime will be scheduled as per the Employment Standards Act.
- 16. On a three (3) shift operation, if overtime was

required overtime will be scheduled like in Section  
12 in order of shifts A, B, and C.

Signed this 8th day of June, 1990.

For the Company:

**K.V. BASSETT**  
**PLANT MANAGER**

**B. RESCH**  
**PERSONNEL MANAGER**

**G.B. MURDOCH**  
**PRODUCTION MANAGER**

**J. GROVES**  
**PROJECT CO-ORDINATOR**

For the Union:

**K. EATON**  
**LOCAL PRESIDENT**

**R. HEDLEY**  
**LOCAL TREASURER**

**T. WINSTONE**  
**LOCAL VICE PRESIDENT**

**G. MCBRIDE**  
**LOCAL RECORDING  
SECRETARY**

**S. GRIMM**  
**INTERNATIONAL VICE-PRESIDENT**  
**A.F.G.M.**

## LETTER OF UNDERSTANDING

### **MAINTENANCE DEPARTMENT OVERTIME RECORD**

In order to maintain equal distribution of overtime to Maintenance personnel under the new Maintenance Department structure, the following will be implemented:

- 1) Effective April 2, 1995, all maintenance overtime hours will return to zero (0).
- 2) A new record of overtime hours, worked and refused after April 2, 1995 will be established for the balance of the year.
- 3) Overtime hours will be recorded for all Maintenance personnel on one list and equal distribution as per Article 22:01(a) will apply.

Agreed to this date, April 6, 1995 at Brampton, Ontario.

Signed for the Company:

Hugh McCrie  
Lily Cadeau

Signed for the Union:

Ken Eaton  
Tom Winstone  
Bob Hedley

## **WEEKEND OVERTIME VOLUNTEER LIST GUIDELINES**

### **POSTING**

- Anticipated requirement by classification.
- Posted in cafeteria on Tuesday by 11:00 a.m. until Wednesday at 10:00 a.m.
- Confirmation of employees working posted Wednesday by 3:00 p.m. (both volunteers and if required, scheduled employees)

### **OVERTIME HOURS H. R**

- Employees eligible for overtime who did not volunteer by signing the volunteer list will be charged refusal.
- Should scheduling of employees for overtime be required due to insufficient volunteers, then all qualified employees who did not volunteer will be charged refusal as the posting of the requirement list is equivalent to asking employees if they wish to work overtime.

### **VOLUNTEERING FOR MORE THAN ONE CLASSIFICATION**

- If employees wish to be considered for overtime in

more than one classification they are qualified for, they must indicate this by signing the list(s).

- Employees must accept overtime opportunity in their own classification and department first.

### **OFF SICK DURING POSTING OF O.T. REQUIREMENT LIST**

- Employees off sick at time of posting must advise the appropriate **Supervisor(s)** of their wish to work prior to posting expiration in order to be considered.

### **CONSIDERATION OF ADDITIONAL VOLUNTEERS AFTER POSTING**

- Only if scheduling is required, will additional volunteers be considered for O.T. after the posting expires.

### **RATE OF PAY**

- Paid at employees basic rate or rate of the job, whichever is higher.

It is understood that the parties may agree to amend these guidelines from time to time.

MEMORANDUM OF AGREEMENT

Signed this 10<sup>th</sup> day of March, 1995.

SIGNED AND AGREED TO FOR

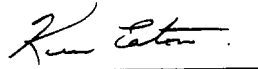
THOMAS J. LIPTON

SIGNED AND AGREED TO FOR

AFGM LOCAL 327



David Dobbin  
Manufacturing Manager



Ken Eaton  
Local President



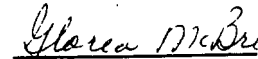
Steve Heaslip  
Vice President of Human Resources



Tom Winstone  
Local Vice President



Lily Cadeau  
Human Resources Manager



Gloria McBride  
Local Recording Secretary



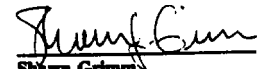
Jim Groves  
Packaging Production Manager



Robert Hedley  
Local Treasurer



Hugh McCrie  
Process Production Manager



Shawn Grinn  
International Vice-President  
A.F.G.M.

↓ WITNESS THEREOF, the parties mentioned have executed this Agreement this 2nd of May, 1995.

FOR THE EMPLOYER:

HOMAS J. LIPTON  
DIVISION OF UL CANADA INC.



David Dobbin  
Manufacturing Manager



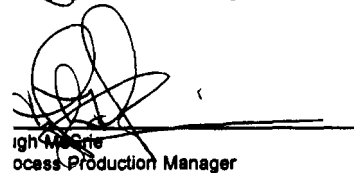
Dave Heaslip  
Vice President of Human Resources



David Cadeau  
Human Resources Manager



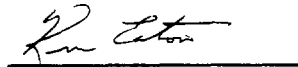
Brian Groves  
Scheduling Production Manager



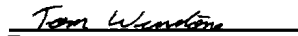
Brian Groves  
Process Production Manager

FOR THE UNION:

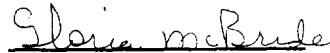
AMERICAN FEDERATION OF GRAIN  
MILLERS INTERNATIONAL UNION  
A.F.L. - C.I.O., C.L.C. AND ITS  
LOCAL UNION 327



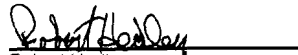
Ken Eaton  
Local President



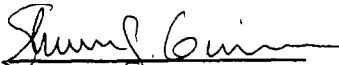
Tom Winstone  
Local Vice President



Gloria McBride  
Local Recording Secretary



Robert Hedley  
Local Treasurer



Shawn Grimm  
International Vice-President A.F.G.M.