

Wages:
Nov. 1/91

SOURCE	Co.		
EFF.	91	12	05
TERMS	93	10	31
No. OF EMPLOYEES	400		
INDUSTRY EMPLOYEES	80		

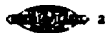
AGREEMENT

between
Imperial Leaf Tobacco
Division of Imasco Limited

and

Energy and Chemical Workers Union
Local 10

Effective on the 5th day of December, 1991.



24 1992

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THIS AGREEMENT entered into on the **5th** day of December, 1991.

BETWEEN:

**IMPERIAL LEAF TOBACCO
DIVISION OF IMASCO LIMITED**
(hereinafter called the “Company”)
OF THE FIRST PART

—and—

**ENERGY AND CHEMICAL WORKERS
UNION, LOCAL 10**
Acting on behalf of the employees of Imperial Leaf Tobacco - Division of Imasco Limited, in the plant at John Street North, Aylmer, Ontario (Hereinafter called the “Union”)
OF THE SECOND PART

1. RECOGNITION

1.01 The term “employees” as used in this Agreement refers to all processing employees of the Company below the rank of Foreman or Supervisor, working in the Plant at John Street North, Aylmer, Ontario, save and except Foremen and Supervisors, persons above the rank of Foreman or Supervisor, clerical, office, technical, grading and buying staff, nurses,

security guards, persons covered by the other collective agreement between Imperial Leaf Tobacco - Division of Imasco Limited and the Bakery, Confectionery and Tobacco Workers International Union, Local 364T.

1.02 The Company recognizes the Union as the sole collective bargaining agent for the employees in the bargaining unit as defined in Section 1.01 of this Clause.

1.03 Foremen will only perform work which is normally done by “employees”, as defined in paragraph 1.01 of this clause, in cases of emergency, experimentation, training or when “employees” are not qualified or available to perform the work.

2. HOURS OF WORK

2.01

(a) (i) The following is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. The normal work-week shall be 40 hours - 5 days of 8 hours scheduled as follows:

1-shift operation

From 7:00 A.M. to 3:30 P.M.;
one half ($\frac{1}{2}$) hour for a meal.

2-shift operation

1st (Day) shift

From 7:00 A.M. to 3:30 P.M.;
one half ($\frac{1}{2}$) hour for a meal.

2nd (Afternoon) shift

From 3:30 P.M. to 12:00 P.M.;
one half ($\frac{1}{2}$) hour for a meal.

3-shift operation

1st (Day) shift

From 7:00 A.M. to 3:00 P.M.

2nd (Afternoon) shift

From 3:00 P.M. to 11:00 P.M.

3rd (Night) shift

From 11:00 P.M. to 7:00 A.M.;
commencing on Sunday night.

- (ii) For employees working on a 3-shift operation, a one-half ($\frac{1}{2}$) hour meal period shall be paid at the employee's regular rate.

- (b) The Company may change the above

scheduled hours, but employees starting two (2) hours or more prior to 7:00 A.M. shall be considered as working on the 3rd (night) shift and be entitled to the 3rd (night) shift premium for all hours worked during that day.

- (c) In the event that the Company decides to change the above scheduled hours for the plant or a department thereof, the Union will be advised prior to the change going into effect and the reasons for the change will be explained to the Union.

2.02

- (a) Employees working on the 2nd (afternoon) shift, when the plant or a department thereof is operating on a 2-shift operation, will be entitled to a shift bonus of 50' (55' effective November 1, 1992) for each hour worked, including overtime hours, but no overtime premium will be paid on this 50' (55' effective November 1, 1992) per hour bonus for overtime hours worked.
- (b) Employees working on the 3rd (night) shift, when the plant or a department thereof is operating on a 3-shift operation, will be entitled to a shift bonus of 65' (70' effective November 1, 1992) for each hour worked,

including overtime hours, but no overtime premium will be paid on this 65' (70' effective November 1, 1992) per hour bonus for overtime hours worked.

2.03 REST PERIODS

- (a) Each employee shall be granted two (2) rest periods during his normal daily hours of work; one in each half of the shift.
- (b) If an employee works three (3) consecutive hours or more of overtime, he shall be granted a rest period,

3. OVERTIME

3.01

- (a) The following shall be considered overtime and paid at time and one-half:
 - (i) Time worked in excess of eight (8) hours on Monday to Friday inclusive.
 - (ii) Time worked on Saturday before noon, except for the employees working on the 3rd (night) shift of a 3-shift operation and for whom the normal work-week commenced on Monday, where overtime worked on Saturday before noon

shall be paid at time and one-half.

- (iii) Time worked in excess of four hours and one quarter ($4\frac{1}{4}$ hours) on Friday during the non-processing season, but excluding the cleaning period at the end of the processing season.
- (b) The following shall be considered overtime and paid at double time:
- (i) Time worked after 12 o'clock noon on Saturday.
 - (ii) Time worked on Sunday, except for the employees working on the 3rd (night) shift at the start of their regular shift on Sunday evening.
 - (iii) Time worked on statutory holidays, except for the employees working on the 3rd (night) shift at the start or the finish of their regular shift on a statutory holiday.
 - (iv) Overtime worked in excess of two (2) consecutive overtime hours on any one day.

3.02 When an employee is called in to work at

other than his regularly scheduled hours, he shall be paid for a minimum of two (2) hours at double time, unless this emergency work forms a continuous period with the employee's regularly scheduled hours, in which case no minimum shall apply.

3.03 Overtime shall be on a voluntary basis, however, it is recognized that Marketing requirements are paramount and it is understood and agreed that there shall be no concerted effort by the Union, employees, or groups of employees to refuse overtime.

4. GRIEVANCE PROCEDURE

4.01 Any grievance arising out of employer/-employee relationship shall be handled in the following manner:

- (i) Employee accompanied by his Shop Steward or a member of the Grievance Committee, or Shop Steward with the Foreman.
- (ii) Employee accompanied by his Shop Steward or a member of the Grievance Committee, or Shop Steward with the Foreman and Superintendent.

(iii) Grievance Committee with Superintendent and Plant Manager.

(iv) Board of Arbitration (Sole Arbitrator).

4.02 The Company will give a decision to the employee and the Union within three (3) working days at stage (I) and within ten (10) working days at stage (II). At stage (III), the Company will also give a decision within ten (10) working days, but this period may be extended for a further thirty (30) working days if both parties indicate their acceptance.

4.03 After the Foreman has given his decision at stage (I) and it is desired that the grievance be processed to stage (II), it shall be submitted in writing to the Foreman within seven (7) working days after the Foreman has given his decision at stage (I).

4.04 After the Foreman and Superintendent have given their decision in writing at stage (II), and it is desired that the grievance be processed to stage (III), it shall be submitted to the Superintendent within ten (10) working days after the Foreman and Superintendent have given their decision at stage (II).

4.05 No grievance may be initiated as such under the Grievance Procedure if more than

forty-five (45) working days have **elapsed** from the date the cause of the grievance originated.

No time limitation shall apply when a wage payment is alleged to be inconsistent with the rate to which an employee is entitled.

4.06 The Grievance Committee shall consist of three (3) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Grievance Committee and any subsequent changes in membership of this Committee shall be submitted to the Company, in writing, prior to such Grievance Committee member commencing such duties.

4.07 The Chief Steward may attend all stage (II) grievance meetings.

4.08 Notwithstanding the foregoing, the Company or the Union may file a grievance which arises out of Company/Union relations, and which involves the interpretation, application or alleged violation of the Agreement. Such grievances shall be processed in accordance with the Grievance Procedure set out above, except that an employee need not be present at stages (I) and (II), and the grievance shall be signed after stage (I) by the Union, or by the Company, as the case may be.

4.09 No member of the Grievance Committee shall leave his job to investigate a grievance except with the permission of his Foreman, which shall not be unnecessarily withheld or delayed.

4.10 Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with his Foreman, Plant Superintendent, or the Plant Manager, or to prevent the grieving employee from accompanying the Grievance Committee at any stage of the Grievance Procedure.

5. ARBITRATION

5.01 The Board of Arbitration or Sole Arbitrator, to which shall be referred such grievances as may properly be referred to it in accordance with the Grievance Procedure, or any question arising out of the interpretation of this Agreement or any question as to whether a matter is arbitrable, shall be constituted and governed by the following procedure:

5.02 The party wishing to submit the matter to arbitration shall, within thirty **(30)** days following the failure to reach a settlement at stage (11) outlined in Clause 4, notify the other party, in writing, of its intention to submit the matter to arbitration, setting out the issues to be arbitrated

and informing the other party of its nominee to the Board of Arbitration or of its nominee to act as Sole Arbitrator.

5.03 Within ten (**10**) days of receipt of this notice, the other party shall appoint its nominee to the Board of Arbitration or its nominee to act as Sole Arbitrator, according to the choice made in Clause 5.02 by the party submitting the matter to arbitration.

5.04 In the event of failure of one of the parties to appoint its nominee to the Board of Arbitration or in the event of failure of the parties to agree on a Sole Arbitrator within the time limits described above, the Minister of Labour may be requested to appoint a nominee or Sole Arbitrator, as the case may be.

5.05 Where a Board of Arbitration is used, the Chairman shall be agreed upon by the Company and the Union nominees appointed to the Board within ten (10) days of their appointment. In the event that these persons cannot agree upon a third member within ten (10) days, the Minister of Labour of the Province of Ontario shall be requested to appoint the third member to act as Chairman.

5.06 The decision of the Board or Sole Ar-

bitrator shall be final and binding on the parties hereto and shall be rendered within sixty (60) days after the appointment of the Chairman or Sole Arbitrator.

5.07 The decision of the Board shall be determined by majority vote. If there is no majority, the decision of the Chairman shall prevail.

5.08 The Board of Arbitration or Sole Arbitrator shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof, and shall be limited in its/his decision to the issues involved in the dispute as set out in accordance with paragraph 5.02 of this Clause.

5.09 The expenses of the Chairman of the Board or Sole Arbitrator shall be borne equally by the Company and the Union.

6. DISCIPLINARY PROCEDURE

6.01 Any grievance arising as a result of a disciplinary measure may be dealt with through the Grievance Procedure.

6.02 When an employee is suspended or discharged as a disciplinary measure, the Union will be advised and be given an opportunity to

interview the employee before the employee leaves the premises and, upon request, the Company will make available to the Union the facts of the case as they are known to the Company. The Union, if in possession of additional or other facts, will likewise make such facts available to the Company. When such employee is advised of such suspension or discharge, the Union President or his designate will be present.

6.03 In the event that any employee covered by this Agreement is laid off, suspended, discharged, demoted or denied a promotion as a disciplinary measure, and a Board of Arbitration or Sole Arbitrator, as provided in Clause 5, finds that the employee has been unfairly laid off, suspended, discharged, demoted or denied a promotion, the employee will be restored to service with seniority rights unimpaired and shall be paid the wages and granted the advantages of which he may have been deprived in the manner and to the extent indicated by the Board or Sole Arbitrator.

6.04 In an effort to reduce the level of absenteeism and lateness, the Union will be provided with the names of those individuals whose level of absenteeism or lateness is sufficient to warrant disciplinary action (suspension or discharge), prior to such disciplinary action occurring.

7. ABSENCE FROM WORK

7.01 Any employee absent from work must notify the Company. Failure to do so, without justification, may result in disciplinary action.

8. TRANSFERS

8.01 When an employee performs another job for a continuous period of one hour or more, he will be paid the rate of the job to which he is transferred from the first hour of transfer.

8.02 Notwithstanding paragraph **8.01**, when an employee performs a lower rated job on a temporary basis (as defined below) or on overtime, his rate shall not be decreased.

8.03 Temporary transfers (as defined below) will not be subject to the provisions of Clause **10 - Seniority**.

8.04 A temporary transfer is a transfer of an employee to another job for reasons such as sickness, accident, vacation, absence. A temporary transfer shall not exceed twenty (20) working days. This period may be extended if both parties indicate their acceptance.

8.05 Experience gained on a job through tem-

porary transfers will not be used to circumvent the provisions of Clause 10.08.

9. SHOP STEWARDS

9.01 One (1) Shop Steward may be elected or appointed from the employees for each department. The Shop Steward may investigate, as provided in this Agreement, any grievance arising in the department which he represents. No Shop Steward shall leave his job to investigate a grievance except with the permission of the Foreman, which shall not be unnecessarily withheld or delayed.

9.02 A list of all Shop Stewards, and any change caused by a subsequent election or by an appointment when a regular Steward becomes unable to perform his duties, shall be submitted to the Company prior to such Shop Stewards commencing such duties.

10. SENIORITY

10.01

- (a) (i) Seniority shall be defined as the number of accumulated days worked by the employees since last date of hiring.
- (ii) Seniority shall continue to accrue for days that could have been worked, but

were missed due to a compensated industrial accident which occurred on the Company premises, Jury Duty (Article 20), a holiday (Article 21), Bereavement Leave (Article 22), Maternity Leave of Absence (Article 25), Parental Leave (Ontario Employment Standards Act), verified illness or verified accident and leave of absence for Union business.

- (iii) Notwithstanding the above, seniority shall not accumulate for days worked subsequent to the close of the processing operations.
- (iv) Whenever seniority is taken into consideration, it shall be in accordance with the current seniority list, as defined in Article 10.02 of this Agreement.

10.02

- (a) (i) The employees' seniority list which is posted, shall be revised by the Company four **(4)** times per year, namely on November 15, December 15, and February 1 of the current year and at the end of the operating season.
- (ii) The names of employees having completed their probationary period during the

current operating season shall be added to the employees' seniority list in the order of completion of their probationary period.

- (iii) The names of employees carrying the same number of accumulated days worked shall be entered on such list in alphabetical order.

10.03 Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation and during the probationary period, they are to be considered probationary employees only and, as such, during this period, these employees shall have no seniority rights and may be subject to discharge at the sole discretion of the Company without any recourse to the Grievance Procedure. Once an employee has accumulated forty (40) days worked during two (2) consecutive operating seasons, he shall, if retained by the Company, be considered as having served his probationary period. His name shall then be added to the employee's seniority list and the number of days worked accumulated during his probationary period shall be considered in establishing his seniority, as defined in Section 10.01 of this Clause.

10.04 Seniority shall not be affected by a legally recognized change of name.

10.05 An employee shall lose his seniority under circumstances such as:

- Voluntary quit
- Discharge for cause
- Failure on the part of the employee to work during one operating season, unless such employee was not recalled to their posted job during the season
- Failure on the part of the employee to answer a notice of recall within ten (10) days from the date the notice of recall was sent
- Failure on the part of the employee to accept a late recall by December 1.

10.06 An authorized absence shall not cause an employee to lose his seniority provided such absence is not for one (1) whole operating season. Absence from work on account of accident or verified illness shall not cause an employee to lose his seniority provided that such absence is not for two (2) whole operating seasons.

10.07 Any employee who is transferred or promoted to an occupation excluded by Clause 1 of this agreement shall retain his seniority and his

number of accumulated days worked at that time shall be provided to the Union. Any employee who is so transferred shall only transfer back to an occupation that is vacant.

Notwithstanding the above, any employee transferred to a supervisory position after October 31, 1980 shall lose his seniority sixty (60) working days following such transfer. Any such employee who returned to the bargaining unit within the aforementioned sixty (60) working days will be required to pay the current rate of Union dues for the period the employee retained seniority while outside of the bargaining unit.

Any employee transferred to a supervisory position shall be able to avail himself only once of the above provision, after which he will lose his seniority if again transferred to a supervisory position.

10.08 In making transfers or promotions, except to occupations excluded by Clause 1 of this Agreement, seniority shall govern provided the eligible employees have approximately equal ability or efficiency.

10.09 Seniority shall not apply in making transfers or promotions to occupations excluded by Clause 1 of this Agreement.

10.10 When decreasing the work force, the Company will retain at **work** the employees having the greatest seniority, provided that these employees have the necessary qualifications for the efficient performance of the work available.

10.11

- (a) When increasing the work force, employees having the greatest seniority shall be recalled first, provided that they have the necessary qualifications for the efficient performance of the work available and provided also that they have not reached their sixty-fifth (65th) birthday. If the recalled employee does not report for work when the Company needs him, the Company will be allowed to by-pass him and recall the next employee on the seniority list who is qualified, available and willing to report for the work available. The employee so by-passed shall be entitled to have his name retained on the seniority list, subject to 10.05. Failure on the part of the recalled employee to answer the notice of recall within ten (10) days from the date the notice of recall was sent, shall be considered as a voluntary quit.
- (b) **An** employee who is recalled and reports for work at the beginning of the processing season shall perform the duties assigned to

him by the Company until his regular job becomes available. He shall then, as soon as possible, be transferred to his regular job.

10.12 Notice of recall will be sent by registered mail, to the employee's last address known to the Company. It shall be the employee's responsibility to notify the Company of any change of address.

10.13 Employees who are laid off, in accordance with section 10.10 of this clause, shall be advised at the beginning of their current daily work period.

10.14 Employees who report for work for their regular shift and for whom no work is available, shall be paid for time worked or a minimum of three (3) hours at their regular rate, whichever is greater, unless they have been advised by the Company not to report for work in accordance with section 10.13.

10.15

(a) Within two (2) working days of a vacancy occurring among occupations other than those excluded by Clause 1 of this Agreement, such a vacancy will be posted on the plant notice boards for two (2) working days, to provide employees with an oppor-

tunity to apply for such a vacancy.

- (b) Employees may successfully apply for a vacancy in their own job on another shift only once during each processing season.
- (c) Employees absent due to verified sickness or accident will be reinstated to their former positions where such positions continue to exist upon their return to work. Their positions will be posted on a temporary basis upon notification to the Company that the absence will exceed twenty **(20)** working days.

10.16 The above sections shall be waived and not binding upon the Company if the lay-off is caused by circumstances beyond the Company's control, such as power failure, fire, flood, work stoppage, slowdown, or act of God.

10.17 Any employee (not in excess of one (1)) who leaves the employment of the Company to become an officer of the Energy and Chemical Workers Union, or of its Local, shall retain seniority.

11. VACATIONS

11.01 In view of the seasonal nature of the

work performed by the employees, they shall not be granted paid vacations, but they shall be entitled to a vacation indemnity which will be paid in weekly installments.

11.02 This vacation indemnity is based upon wages earned by the employee since his most recent date of recall and the number of days worked accumulated by the employee since last date of hiring and paid according to the following table:

- 4th% for less than 600 accumulated days worked,
- 6th% for 600 but less than 1200 accumulated days worked,
- 8th% for 1200 but less than 1800 accumulated days worked,
- 10th% for 1800 but less than 2400 accumulated days worked,
- 12th% for 2400 but less than 3000 accumulated days worked,
- 14th% for 3000 accumulated days worked, or more.

12. WAGES

12.01 The Company agrees to pay and the Union agrees to accept, during the term of this Agreement, the wage rates shown in the Wage Schedule and Classifications as Appendix “A”

and which are made part of this Agreement and are signed for identification by the parties hereto.

13. JOB CLASSIFICATION

13.01 The job classification is shown in the Wage Schedule and Classification as Appendix “A”, which is made part of this Agreement and is signed for identification by the parties hereto.

13.02 The Company will classify new or changed jobs and will advise the Union of such classification. Such classification will be effective on the date the new or revised job was first performed. Any disagreement arising out of the application of this paragraph shall be subject to the Grievance Procedure and Arbitration. The Union may make representation to the Company on changed jobs and the rate that should apply to the new classification.

14. UNION NOTICES

14.01 The Company agrees to permit Union notices to be posted on the Plant Notice Boards, provided such notices be approved by management prior to being posted and restricted to activities of the Union.

15. MANAGEMENT

15.01 The management and operation of the business, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company; however, the Company can only exercise these rights insofar as they do not conflict with the rights and privileges of the employees which have been acquired under this Collective Labour Agreement or the law.

16. STRIKE OR LOCKOUTS

16.01 There shall be no strikes, slowdowns or lockouts, either complete or partial, during the term of this Agreement.

17. MEMBERSHIP IN THE UNION

17.01 All employees who are members of the Union, or hereafter become members, shall remain members during the term of this Agreement and be subject to the provisions of Clause 18.

17.02 All new employees hereafter employed shall, once having served their probationary period, become members and remain members during the term of this Agreement as a condition of employment and be subject to the provisions of Clause 18.

18. CHECK-OFF OF UNION DUES

18.01 The company, upon receipt of a written authorization from any of its employees, in the form agreed to between the Company and the Union, will deduct and continue to deduct until the termination of this Agreement, from such employees' pay earned for each week, the sum authorized by the employees for payment of Union dues.

18.02 A cheque in favour of the Energy and Chemical Workers Union, Local 10, for the amount of dues so collected, will be forwarded to the Financial Secretary of the Union on or before the end of the month in which the deductions are made.

19. VALIDITY OF AGREEMENT

19.01 Any provision in this Agreement which is contrary to law or regulation in force from time to time shall have no force or effect, but this Agreement shall not be invalid by reason of any such provision.

20. JURY DUTY

20.01 When an employee is summoned to serve as juror or witness in legal proceedings, he will

be granted a leave of absence and, upon presentation of a statement from the court showing the amount received from the court, he will be paid the difference between the regular wages he would have earned had he been working and the amount received from the court.

21. HOLIDAYS

21.01 During the first year of this Agreement, holidays shall be:

- Christmas Day,
- Boxing Day,
- New Year's Day,
- Good Friday,
- Victoria Day,
- Thanksgiving Day.

During the second year of this Agreement, holidays shall be:

- Christmas Day,
- Boxing Day,
- New Year's Day,
- Good Friday,
- Victoria Day,
- Thanksgiving Day.

21.02 All employees who have accumulated twenty (20) days worked, or who have completed their probationary period, and who work the

complete scheduled hours on the work day immediately before and on the work day immediately after each of the above listed holidays shall receive pay at their current rate (including experience pay if applicable) for the number of scheduled daily hours in that day, if the holiday falls on a Monday to Friday inclusive.

21.03 However, under special circumstances such as:

- Verified illness,
- Death in immediate family,
- Jury Duty,
- Written permission,
- Lay-off,
- Justified lateness,
- Justified absence,

payment will be made to an employee who has not worked the full scheduled hours on the work day immediately before or on the work day immediately after the holiday, providing the employee is not absent on both of these days.

21.04 For employees who would have been scheduled to work hours for which they would normally have received a shift premium, such premium shall be included when calculating holiday pay.

22. BEREAVEMENT LEAVE

22.01 When a death occurs in the immediate family of an employee, such employee shall be granted a reasonable leave of absence with pay, at his current rate (including experience pay if applicable), not to exceed three (3) normal working days.

22.02 “Immediate family” shall be deemed to mean: Father (step), Mother (step), Mother-in-Law, Father-in-Law, Husband, Wife, Child (step), Brother, Sister.

22.03 In the event of the death of an employee’s Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren, Son-in-Law or Daughter-in-Law, such employee shall be granted a reasonable leave of absence with pay at his current rate (including experience pay if applicable) not to exceed one (1) normal working day.

22.04 Should a paid holiday occur during a period of leave with pay granted under this clause, the employee shall not receive pay for such holiday under Clause 21 of this Agreement.

22.05 When calculating pay for bereavement leave, “shift premium” will be included if the

employee would have been entitled to such shift premium had he been working.

23. TECHNOLOGICAL CHANGE

23.01

- (a) The Company will advise the Union of any technological changes which will significantly affect the employment status of employees as soon as possible prior to the introduction of the change. However, in the event the change is introduced during the non-processing season, the Union will be advised at the start of the current processing season.

- (b) When an employee begins to perform a lower rated job due to the introduction of technological change, he will continue to be paid the rate of his former job for a period of three (3) months and for a further period of three (3) months, he will be paid an adjusted rate which will be mid-way between the rate of his former job and his new permanent job rate. At the end of this **six (6)** month period, he will be paid the rate of the new permanent job.

24. OCCUPATIONAL HEALTH AND SAFETY

24.01 The Company and Union recognize that, notwithstanding the Occupational Health and Safety Act, they have a mutual interest and responsibility in ensuring the health and safety of all employees while at work.

The parties have agreed, therefore, to establish and maintain a Health and Safety committee composed of Company representatives and representatives appointed by the Union. It is further agreed that this committee shall meet twice per month during the processing season and it shall be the committee's responsibility to promote health and safety in the work place. Some members of the committee shall tour the plant prior to each safety meeting.

24.02 Three members of the committee, one from each representative group, shall investigate all lost time accidents or serious incidents which could have resulted in lost time accidents and shall make recommendations to management on their findings. The members of the investigation committee may vary according to the shift on which the accident or incident occurred.

25. MATERNITY LEAVE OF ABSENCE

25.01

- (a) An employee who becomes pregnant and who has served her probationary period with the Company shall be granted, at the request of the employee, a Maternity Leave of Absence in accordance with the provisions of the Ontario Employment Standards Act, 1974.

- (b) An employee who has been granted a Maternity Leave of Absence shall continue to accrue seniority for days that could have been worked but were missed due to Maternity Leave, for the period of approved leave. In addition, upon expiration of the leave of absence granted to her under 25.01 (a), an employee will be reinstated to her former position where such position continues to exist.

- (c) Failure of the employee to return to work upon expiration of the approved leave of absence shall automatically terminate employment.

26. DURATION OF AGREEMENT

26.01 This Agreement shall be in force and ef

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fect from the time that it is executed up to and including October 31, 1993 and, unless written notice to the contrary is given by either party to the other within a period of time which shall not be more than ninety (90) days prior to the termination thereof, this Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 5th day of December, 1991.

**IMPERIAL LEAF TOBACCO—
DIVISION OF IMASCO LIMITED**

IN THE PRESENCE OF:

A.A. MacDonald

By A. Nyilas

**ENERGY AND CHEMICAL WORKERS
UNION, LOCAL 10**

Len Flear

By Brenda Briand Brown

Mary L. Wiebe

Ron Clunas

Anny E.M. Moerman

David Stradeski

APPENDIX "A"
IMPERIAL, LEAF TOBACCO
DIVISION OF IMASCO LIMITED
AYLMER PLANT
ENERGY AND CHEMICAL WORKERS
UNION, LOCAL 10
SEASONAL EMPLOYEES
RATES AND CLASSIFICATIONS

GROUP	Nov. 1/91	Nov. 1/92
Group 1	\$15.10	\$15.90
Probationary Employee		
Group 2	\$15.15	15.95
Washroom & Cafeteria Attendant		
Selecting Wrappers		
Stenciller		
General Labour Pool		
Bale Storage Sweeper & Bale Feed Relief		
Sweeper Cleaner C & C		
Sweeper Cleaner Receiving		
Cleaning Racks		
General Labour Pool - Men's Washroom Attendant		
Bale Paper Window Opener		

Group 3	\$15.20	\$16.00
Trucker Storing - Receiving		
Trucker Weigher - Picking Line		
Sweeper Cleaner, VS Relief Tester		
Re-Feed, Storage and Sweeper Cleaner		
Searcher, Bale Feed		
Sweeper Relief - Bale Feed		
Sweeper Relief - Packing		
Sweeper Relief - Picking Line		
Searcher VS		
Picker Picking Line		
Sweeper Cleaner Redrier		
Side Line Picker		
Group 4	\$15.25	\$16.05
Trucker Weigher Bale Feed		
General Work - Wrapper Dept.		
Assembling Cases		
Shaker Operator		
VS In-Strip Tester		
General Help Quality Services		
General Help Packing		
General Help Bale Feed		
General Help C & C and Redrier		
General Help Receiving		

Group 5	\$15.32	\$16.12
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Tying Wrappers
Plant Clean-up
Case Sorting
String Cutter, Bale Feed
Filling & Pressing, VS, VSS,
VSR
Moisture Tester Freas
CTCM Operator
Removing Paper
Removing Tags, String and
Paper
Search Station Attendant

Group 6	\$15.38	\$16.18
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Weighing & Recording
Packing
Press & Strapper Operator
General Duties Packing
Clamp Truck Operator
Operator - Bale Feed
Marshalling Storage Racks
- Receiving
Marshalling Storage Racks
- Pile Down
Marshalling Storage Racks
- Leaf Storage
Tester Operator Pilot Plant
Marshalling Cases - Packing
Unloading Trucks - Receiving
Bale Handler to Racks

EXPERIENCE PAY

Employees who have accumulated, through consecutive operating seasons, 75, 150 or over 225 days worked will receive Experience Pay on the following basis:

- (a) Less than 75 accumulated days worked
Basic Rates only
- (b) 75 but less than 150 accumulated days worked
Basic Rate plus:
6¢ per hour worked
- (c) 150 but less than 225 accumulated days worked
Basic Rate plus:
12¢ per hour worked
- (d) 225 accumulated days worked and over
Basic Rate plus:
20¢ per hour worked

Signed: A. Nyilas

Signed: Brenda Briand Brown

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

This is to confirm that during the 1980 negotiations, the Company agreed to introduce a Weekly Indemnity Plan to provide a source of income in the event of a certified illness, hospitalization or non-industrial accident, effective November 1, 1981.

The general terms of the plan are as follows:

Level of Benefit:

60% of wages

Duration:

Fifteen (15) weeks or lay-off by seniority at the end of the processing season (excluding clean-up), whichever comes first.

For each full week worked after the absence, one week of benefit entitlement is reinstated up to the maximum.

Commencement of Benefit Payment:

- (a) On the first working day in the event of a certified non-industrial accident or hospitalization.

- (b) After three (3) working days in the event of certified illness.

Eligibility requirements:

200 accumulated days worked or more.

Yours truly,

A. Nyilas,
Plant Manager

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

In the event that the Company permanently closes its plant at John Street North, Aylmer, Ontario, resulting in the termination of employees, the Company shall provide a severance pay to each employee so affected who has at least five (5) seasons of service with the Company.

Such employees will receive one week's severance pay for each 260 days of accumulated service, not to exceed 26 weeks of basic wages. One week's severance pay shall be based on current hourly rate for the number of regular non-overtime weekly hours.

Any employee who receives severance pay shall

be considered to have given up his recall rights with the Company.

Yours truly,

A. Nyilas,
Plant Manager

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

This letter will serve to confirm the agreement reached between the Company and the Union, that the Union will receive a copy of any disciplinary letters given to employees.

Yours truly,

A. Nyilas,
Plant Manager

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

This letter will confirm the understanding reached between the Company and Union during the 1983 negotiations regarding inconsistencies in job procedures. It was agreed that the company would work during the life of the agreement to standardize job procedures between shifts and departments, and that the officers of the Union would participate by helping management identify where such inconsistencies exist.

Yours truly,

A. Nyilas
Plant Manager

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear. Mr. Ramsey,

In order to protect future export business and thereby protecting the future job security of the employees, the Company will, from time to time, have a volume of tobacco to be processed which is in excess of the plant capacity. In these situations, it will be necessary to have that tobacco processed outside the Aylmer plant in order to prevent the loss of customers.

The Union will be advised prior to this tobacco being processed outside the Aylmer plant and will be informed of the reasons, quantities involved and the timing. The Union will also be consulted in determining ways and means of

minimizing the quantities involved through methods which would be appropriate under the circumstances, such as additional overtime shifts.

Yours truly,

A. Nyilas,
Plant Manager

LETTER OF INTENT

Mr. Dave Ramsey
President,
Energy and Chemical Workers Union,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

This is to confirm that the Company has agreed to the proposal of shutting operations down for the Christmas period to allow employees the opportunity to spend time with their families.

For the duration of this agreement, the shut-downs will be as follows:

During the first year: During the second year:

- | | |
|----------------------|----------------------|
| - December 24, 1991 | - December 24, 1992* |
| - December 25, 1991* | - December 25, 1992* |
| - December 26, 1991* | - December 28, 1992 |
| - December 27, 1991 | - December 29, 1992 |
| - December 30, 1991 | - December 30, 1992 |
| - December 31, 1991 | - December 31, 1992 |
| - January 1, 1992* | - January 1, 1993* |

*These days **will** be paid in accordance with Article 21 of the Agreement

As a result of this new arrangement, the qualifying days under clause 21.03 of the agreement would be interpreted as follows for the Christmas period Statutory Holidays:

- the last work day immediately before Christmas shall be considered the qualifying day for the Christmas Day and Boxing Day holidays;
- the first work day immediately following New Year's Day shall be considered the qualifying day for the New Year's Day holiday.

Yours truly,

A. Nyilas
Plant Manager