

SOURCE	CO.		
Wages EFF. 3	95	11	01
TERMS	98	10	31
No. OF EMPLOYEES	320		
NO. OF UNIONS	20		

AGREEMENT

between
**Imperial Leaf Tobacco Division
of Imasco Limited**

and

**Communications, Energy and
Paperworkers Union of Canada
Local 10**

Effective on the 2nd day of February, 1996



JUN 20 1996

00692(07)

AGREEMENT

between

**Imperial Leaf Tobacco Division
of Imasco Limited**

and

**Communications, Energy and
Paperworkers Union of Canada
Local 10**

Effective on the 2nd day of February, 1996



INDEX

Clause	Page
1. Recognition	3
2. Hours of Work.....	4
3. Overtime.....	6
4. Grievance Procedure	8
5. Arbitration	11
6. Disciplinary Procedure.....	13
7. Absence From Work	14
8. Transfers.....	14
9. Shop Stewards.....	15
10. Seniority	16
11. Vacations.....	22
12. Wages.....	23
13. Job Classification	23
14. Union Notices.....	24
15. Management	24
16. Strikes or Lockouts	24
17. Membership in the Union.....	24
18. Check-Off of Union Dues	25
19. Validity of Agreement.....	25
20. Jury Duty	26
21. Holidays	26
22. Bereavement Leave.....	27
23. Technological Change.....	28
24. Occupational Health and Safety.....	29
25. Maternity Leave of Absence	30
26. Plant Closure	31
27. Duration of Agreement	31
Appendix "A" Rates and Classifications	33
Letters of Intent.....	38

THIS AGREEMENT entered into on the 2nd day of February, 1996.

BETWEEN:

IMPERIAL LEAF TOBACCO - DIVISION OF IMASCO LIMITED

(hereinafter called the "Company")

OF THE FIRST PART

- and -

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, 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 Foreperson or Supervisor, working in the Plant at John Street North, Aylmer, Ontario, save and except Forepersons and Supervisors, persons above the rank of Foreperson 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 Forepersons 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 (1/2) hour for a meal.

2-shin operation

1st (Day) shift
From **7:00 A.M.** to 3:30 P.M.;
one half (1/2) hour for a meal.

2nd (Afternoon) shift
From **3:30 P.M.** to **12:00 P.M.**;
one half (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 (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 55¢ for each hour worked, including overtime hours, but no overtime premium will be paid on this 55¢ 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 70¢ for each hour worked, including overtime hours, but no overtime premium will be paid on this 70¢ per hour bonus for overtime hours worked.

2.03 REST PERIODS

- (a) Each employee shall be granted two (2) rest periods during their normal daily hours of work; one in each half of the shift.

- (b) When an employee works three (3) consecutive hours or more of overtime, a rest period shall be granted.

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 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 their regularly scheduled hours, the employee 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 the Shop Steward or a member of the Grievance Committee, or Shop Steward with the Foreperson.
- (II) Employee accompanied by the Shop Steward or a member of the Grievance

Committee, or Shop Steward with the Foreperson 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 Foreperson has given a decision at stage (I) and it is desired that the grievance be processed to stage (II), it shall be submitted in writing to the Foreperson within seven (7) working days after the Foreperson has given a decision at stage (I).

4.04 After the Foreperson 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 Foreperson 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 their job to investigate a grievance except with the permission of the Foreperson, 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 them with the Foreperson, 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 (III) 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 Chairperson 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 Chairperson.

5.06 The decision of the Board or Sole Arbitrator shall be final and binding on the parties hereto and shall be rendered within sixty (60) days after the appointment of the Chairperson 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 Chairperson 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 their 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 Chairperson 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/her 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 the employee 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, the employee will be paid the rate of the job to which he/she is **trans-**ferred 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, the employee's 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 temporary 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 they represent. No Shop Steward shall leave their job to investigate a grievance except with the permission of the Foreperson, 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 their 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 prior to the opening and subsequent to the closing of the processing operations or for overtime hours worked.
- (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 shall be revised, posted and given to the Union once a month during 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, the employee shall, if

retained by the Company, be considered as having served the required probationary period. The name of the employee shall then be added to the employee's seniority list and the number of days worked accumulated during the probationary period shall be considered in establishing their 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 Employees shall lose their 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 employees to lose their 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 employees to lose their seniority. However, seniority will not accumulate after two 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/her seniority and the 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 their seniority sixty (60) working days following such transfer. Any such employee who returns 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 themselves only once of the above provision, after which the employee will lose their 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 employees do not report for work or decline to accept the job offered to them, the Company will be allowed to by-pass them and recall the next employee on the seniority list who is qualified, available and willing to report for the work available. The employees so by-passed shall be recalled for the next job for which they have the necessary qualifications for the efficient performance of the work.
- (b) Employees who are recalled and report for work at the beginning of the processing season shall perform the duties assigned to them by the Company until their regular job becomes available. The employees shall then, as soon as possible, without unjust delay, be transferred to their 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 opportunity 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

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 Communications, Energy and Paperworkers Union of Canada, 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 the 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:

- 4% for less than 600 accumulated days worked,
- 6% for 600 but less than 1200 accumulated days worked,
- 8% for 1200 but less than 1800 accumulated days

- worked,
- **10%** for **1800** but less than **2400** accumulated days worked,
- **12%** for **2400** but less than **3000** accumulated days worked,
- **14%** 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 Classification 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. STRIKES OR LOCKOUTS

16.01 There shall be no strikes, slowdowns or lock-outs, 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 Communications, Energy and Paperworkers Union of Canada, 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, a leave of absence shall be granted and, upon presentation of a statement showing the amount received from the court, a payment will be made to compensate the difference between what the employee would otherwise have earned as regular wages, and the amount received from the court.

21. HOLIDAYS

21.01 For each 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 their 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 their 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 they been working.

23. TECHNOLOGICALCHANGE

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, the employee will continue to be paid the rate of their former job for a period of three (3) months. For a further **period** of three (3) months, the employee will be paid an adjusted rate which will be mid-way between the **rate** of their former job and the new permanent job rate. At the end of this six (6) month period, the employee 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. PLANT CLOSURE



26.01 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 their recall rights with the Company.

27. DURATION OF AGREEMENT

27.01 This Agreement shall be in force and effect from the time that it is executed up to and including October 31, 1998 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 hereof, this Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 2nd day of February, 1996.

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

IN THE PRESENCE OF

C. THOMPSON

By: R. Robitaille

**COMMUNICATIONS, ENERGY AND PAPER-
WORKERS UNION OF CANADA, LOCAL 10**

Peter P. Kingyens

**By: Guido Van Acker
Dave Ramsey
Ron Clunas
David Stradeski
Eva Harder**

APPENDIX "A"
IMPERIAL LEAF TOBACCO - DIVISION OF
IMASCO LIMITED, AYLMER PLANT
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 10
SEASONAL EMPLOYEES
RATES AND CLASSIFICATIONS

GROUP	NOV. 1/95
Group 1	\$17.15
Probationary Employee	
Group 2	\$17.20
General Labour Pool	
Sweeper Cleaner, Receiving	
Cleaning Racks (temp)	
Bale Paper Window Opener (temp)	
Selecting Wrappers (temp)	
Group 3	\$17.25
Trucker Weigher, Picking Line	
Trucker Weigher Relief, Picking Line	
Sweeper Relief, Bale Feed	
Sweeper Relief, Picking Line	
Searcher VS	
Picker, Picking Line	

Group 4	\$17.30
General Help, Bale Feed	
General Help, Receiving	
Trucker Storing, Receiving	
Trucker Storing & Utility	
Housekeeping Team	
Black Fat (temp)	
General Work Wrapper Dept. (temp)	
Men's Washroom Attendant/ Bale Handler Relief	

Group 5	\$17.38
Plant Clean-up	
Case Sorting	
Paper, String & Search	
Search Station Attendant	
Tying Wrappers (temp)	
CTCM Operator (temp)	

Group 6	\$17.44
Operator Relief, Bale Feed	
Marshaller, Warm Storage	
Marshaller, Leaf Storage	
Fork Truck Operator, Pile Down	
Moisture Tester Freas	
Tester Pilot Plant	
Quality Services Utility	
General Help, Quality Services	
Mac Vac Operator/Trucker Weigher	
Unloading Trucks, Receiving	
Bale Handler to Racks	

Group 6 cont'd.

Bale Handler, Bale Feed
Bale Handler, Leaf Storage
Weigher Recorder, Receiving
Train Operator, Bale Feed
Train Operator/Warehouse Sweeper
Operator Relief, Picking Line
Butting (temp)
Pre-market samples (temp)
Case Sorting/Fork Truck
Clamp ~~Truck~~ Operator

Group 7 \$17.54

Group 8 \$17.65

Group 9 \$17.77

Group 10 \$17.89

Group 11 \$18.01

Skilled Labour Pool
Packing Team

Skilled Jobs \$18.80

C & C and Redrier Operator

APPENDIX "A" (Cont'd.)

FOR THE SECOND YEAR OF THE COLLECTIVE AGREEMENT:

Wages:

The wage rate schedule will be increased based on C.P.I. of October 1996, published by Statistics Canada.

Cash Lump Sum:

Up to \$450, accrued quarterly based on organizational and plant results* and payable at the end of the season.

FOR THE THIRD YEAR OF THE COLLECTIVE AGREEMENT:

Wages :

The wage rate schedule will be increased based on C.P.I. of October 1997, published by Statistics Canada.

Cash Lump Sum:

Up to \$550, accrued quarterly based on organizational and plant results* and payable at the end of the season.

*A joint Union/Company Compensation Committee will be formed in the first quarter of 1996, to establish criterias to be used in the calculation of the lump sum payment.

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 R. Robitaille

SIGNED. David Ramsey

LETTER OF INTENT # 1

Mr. Dave Ramsey
President,
Communications, Energy and
Paperworkers Union of Canada,
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.

*For the duration of this 1995-1998 collective agreement, each claim for Weekly Indemnity benefits

involving the clean-up periods at the beginning and end of the processing season, will be addressed on an individual basis, in consultation with the Union Executive

Commencement of Benefit Payment:

(a) **On** the first working day in the event of a certified nonindustrial 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,

R. Robitaille,
Plant Manager

LETTER OF INTENT # 2

**Mr. Dave Ramsey
President,
Communications, Energy and
Paperworkers Union of Canada,
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,

**R. Robitaille,
Plant Manager**

LETTER OF INTENT # 3

Mr. Dave Ramsey
President,
Communications, Energy and
Paperworkers Union of Canada,
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,

R. Robitaille,
Plant Manager

LETTER OF INTENT # 4

Mr. Dave Ramsey
President,
Communications, Energy and
Paperworkers Union of Canada, 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,

R. Robitaille,
Plant Manager

LETTER OF **INTENT** # 5

Mr. Dave Ramsey
President
Communications, Energy and
Paperworkers Union of Canada,
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 shutdowns will be as follows:

During the first year
December **25, 1995***
December **26, 1995***
December **27, 1995**
December **28, 1995**
December **29, 1995**
January **1, 1996***

During the second year
December **24, 1996**
December **25, 1996***
December **26, 1996***
December **27, 1996**
December **30, 1996**
December **31, 1996**
January **1, 1997***

LETTER OF INTENT #5 (Cont'd.)

During the third year
December 24, 1997
December 25, 1997*
December 26, 1997*
December 29, 1997
December 30, 1997
December 31, 1997
January 1, 1998*

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

As a result of the new agreement to extend the qualifying days for payment of the Christmas shutdown, the qualifying days under Article 21 of the Agreement would be interpreted as follows for the Christmas **period** Statutory Holidays:

- Each employee's last scheduled day prior to Christmas Day will be considered their personal qualifying day, but not earlier than December 15th
- Each employee's first scheduled day following New Year's Day will be considered their personal qualifying day, but not later than January 10th

Yours truly,

R. Robitaille,
Plant Manager

LETTER OF INTENT #6

Mr. Dave Ramsey,
President,
Communications, Energy and
Paperworkers Union of Canada,
Local 10,
Aylmer, Ontario

Dear Mr. Ramsey,

This letter will confirm the understanding reached between the Company and Union during the 1995 negotiations regarding the formation of a Union and Company Compensation Committee in the first quarter of 1996, to look at:

- Criteria and calculation formula for the 2nd and 3rd years of **the** contract
- Criteria and competencies of the future
- Job classifications (fewer)*
- Pay for skills and knowledge

LETTER OF INTENT #6 (Cont'd.)

The implementation of this will be done in an orderly fashion (2 or 3 years).

Yours truly,

**R. Robitaille,
Plant Manager**

***In the interim, as covered in Article 13 of the Collective Agreement, the Company will continue to look at the jobs when significant changes occur, and if necessary, reclassification will be provided.**

LETTER OF INTENT # 7

Mr. Dave Ramsey,
President,
Communications, Energy and
Paperworkers Union of Canada,
Local 10
Aylmer, Ontario

Dear Mr. Ramsey,

This letter will serve to confirm the understanding reached in negotiations that in the event it should become necessary to reduce significantly the number of weeks per season **as** a result of a change in production requirements, the Company will meet the Union to explore ways and means of minimizing the impact on those employees affected.

Yours truly,

R. Robitaille,
Plant Manager

LETTER OF **INTENT**# 8

Mr. Dave Ramsey,
President,
Communications, Energy and
Paperworkers Union of Canada,
Local **10**
Aylmer, *Ontario*

RE: **REPORT FOR WORK :**
RECEIVING/LEAF STORAGE
1995-1996 SEASON (CLAUSE **10.14**)

Dear Mr. Ramsey,

This letter is to confirm that during the **1995** negotiations, the Company agreed that if Receiving/Leaf Storage employees did not have work due to circumstances caused by administrative factors (i.e., shortage of racks), the Company would attempt to provide them with the opportunity for other work. If this was not possible, employees working anywhere on **that** shift would be sent home using seniority and qualifications **as** criteria.

This letter will be applicable during the **1995-1996** season only.

R. Robitaille,
Plant Manager

LETTER OF INTENT #9

Mr. Dave Ramsey
President
Communications, Energy and
Paperworkers Union of Canada
Local 10
Aylmer, **Ontario**

Dear Mr. Ramsey,

This letter will confirm the agreement reached between the Company and Union during the 1995 negotiations with regards to the implementation of the New Work environment:

- Team concept will gradually be implemented in the Aylmer plant
- Formation of a joint Union and Company Site Team:
 - Management (Site Team)
 - Union (president, Chief Steward, Health & Safety representative)
 - International Union and Human Resources representatives (from time to time)
- Major responsibilities:
 - Severance programme (eligibility)
 - Team implementation/New Work Organization changes
 - Continuous Training/Education/Learning
 - Health & Safety

LETTER OF INTENT #9 (Cont'd.)

- **W.C.B.**
- **Communication**
- **Quality**
- **Starting date: January 1996**
- **Monthly meetings (to be scheduled)**
- **Committee will determine mandate**

Yours truly,

**Robert Robitaille,
Plant Manager**

LETTER OF INTENT # 10

Mr. Dave Ramsey, President
Communications, Energy and
Paperworkers Union of Canada, Local 10
Aylmer, Ontario

~~Dear~~ Mr. Ramsey,

This letter will confirm the agreement reached between the Company and Union during the **1995** negotiations with regards to the buyout option (Severance).

In the event that the Company alters the working conditions due to technological change or workplace reorganization at its plant at John Street North, Aylmer, Ontario resulting in the permanent termination of employees, the Company agreed **to** provide a buyout option of two weeks per season (**110** days worked) for a maximum of **53** employees not able to cope with the New Work Organization.

The Company will establish the number of reductions and the timing within the duration of this agreement. A joint Company/Union committee will establish eligibility.

Yours truly,

Robert Robitaille,
Plant Manager

SEVERANCE PROGRAM

RULES:

1. Severance package will be offered by Company in numbers equal to eliminated jobs (excludes reductions due to production requirements)
2. Name must be submitted to Union Office before closing **date** of each offer
3. Anyone eligible for recall entitled to consideration
4. For employees working their last year with no recall rights who meet the selection criteria, payment equal to wages for one complete season or seniority entitlement (whichever is less)

EXCEPTION TO # 4

For the **1995-96** season, those who qualify for severance and **are** not eligible for recall, will receive an amount equal **to** their wages from November 1, **1995** to the end of their season **as** their severance

5. For all other employees who meet the selection criteria, the formula for payment is two weeks per season (**110** days worked)

PRIORITIZED ELIGIBILITY CRITERIA:

1. Employees displaced due to technological changes or inability to fit into the new **Work** Organization
2. Seniority
3. Employees who are physically unable to perform their posted job
4. Employees who are not flexible (either because of learning or physical limitations)

NOTE:

- Employees should provide reasons why they do not fit into our new **Work** Organization
- Employees who receive severance shall be considered to have given up their recall rights with the Company