

AGREEMENT

Between

**Imperial Tobacco
Division of Imasco Limited**

and

**Bakery, Confectionery and
Tobacco Workers
International Union
Local 323T**

Effective on the 2nd day of June, 1994



00702 (05)

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THIS AGREEMENT entered into on the **2nd** of
June, 1994

BETWEEN:

IMPERIAL TOBACCO
DIVISION OF **IMASCO** LIMITED
(hereinafter called the "Company")

OF THE FIRST PART

- and -

BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, Local **323T**,

affiliated with the American Federation of
Labour - Congress of Industrial **Organizations**
and the Canadian Labour Congress, a volun-
tary association, acting on behalf of the
employees of Imperial Tobacco Division of
Imasco Limited, in the plant at **Woodlawn**
Road, **Guelph**, Ontario,

(hereinafter called the "Union")

OF THE SECOND PART

RECOGNIZING the common dependence of the
Company and of its employees upon the welfare
of the business as a whole; **recognizing** further that
maintenance of goodwill and mutual respect
between employers and employees can contribute

greatly to the maintenance of and increase in that welfare, the parties to this contract have joined together in the following Agreement:

1. "EMPLOYEES" DEFINED

1.01 The term "employees" as used in this agreement refers to all employees of the Company, below the rank of Foreman and Supervisor, working in the plant at **Woodlawn Road, Guelph**, Ontario, but does not refer to office staff, hospital staff, laboratory technicians, security guards, stationary engineers and students.

1.02 The Company **recognizes** the Union as the exclusive bargaining agent for the employees in the bargaining unit as defined in section 1.01 of this clause.

1.03 Supervisors or employees ³⁻¹ above the rank of supervisor will not perform work which is normally done by "employees" as defined in paragraph 1.01 of this clause except:

- (a) 'In cases of emergency when a qualified employee is not available;
- (b) When engaged in training;
- (c) When working on experimental machinery along with a tradesman;
- (d) That qualified foremen will continue to adjust machines in a supervisory manner along with a tradesman.

2. HOURS OF WORK

2.01 The normal work-week shall be as follows:

(A) DAY WORKERS

On shift hours

1st shift:

34 - 3600
25 - 1200

~~36 hours~~—4 shifts of 8 hours, Monday to Thursday inclusive, from 7:30 A.M. to 3:30 P.M. daily, including a 20 minute paid lunch period during each shift, and 1 shift of 4 hours on Friday, from 7:30 A.M. to 11:30 A.M.

2nd shift:

~~36 hours~~—4 shifts of 8 hours, Monday to Thursday inclusive, from 3:30 P.M. to 11:30 P.M., including a 20 minute paid lunch period during each shift, and 1 shift of 4 hours on Friday, from 11:30 A.M. to 3:30 P.M.

Night shift:

~~32 hours paid on the basis of 36 hours~~—4 shifts of 8 hours, including a 20 minute paid lunch period during each shift.

The hours of work for the “night shift” are based on a continuous operation and will start at 11:30 P.M. Monday and end at 7:30 A.M. Friday.

(B) NIGHT CLEANERS

36 hours—4 nights of 9 hours including a 20 minute paid lunch period each night.

2.02 If it becomes necessary to change the hours fixed for lunch periods, starting and/or finishing times for departments or floors, the Union will be advised as soon as possible prior to such change going into effect and the reasons for the change will be explained to the Union.

2.03 REST PERIODS

- (a) Each employee shall be granted two (2) rest periods during his normal daily hours of work, one (1) 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.

2.04 REPORT IN

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Employees who report for work at their scheduled starting time and for whom no work is available, shall be paid for time worked or a minimum of three (3) hours at the applicable rate, whichever is greater, unless previously notified not to so report.

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3. OVERTIME

3.01 (A) The following shall be considered overtime:

- (i) Time worked in excess of the number of scheduled daily hours.

(ii) Time worked on holidays as specified in Article 4 of this agreement. For employees working on the night shift or night maintenance, time worked on a holiday as specified in Article 4 of this agreement shall be considered overtime if it does not form part of the regularly scheduled daily hours.

(iii) Time worked on ~~Saturdays~~ or ~~Sundays~~. For employees working on night maintenance time worked on Saturdays or Sundays shall be considered overtime if it does not form part of the regularly scheduled hours.

(B) Overtime as defined in 3.01 (A) will be paid for at the rate of time and one-half except that:

(i) All overtime in excess of two (2) consecutive overtime hours on Monday to Saturday inclusive,

(ii) Overtime worked on a holiday or on Sunday, will be paid for at double time.

3.02 (A) When an employee is called in to work, at other than his regularly scheduled hours, he shall be paid for a minimum of three (3) hours at double time, unless this work forms a continuous period "with the employee's regularly scheduled working hours, in which case no minimum shall apply, and his regularly scheduled finishing time shall not be advanced to avoid payment of overtime, if such change is for one (1) day only.

(B) EMERGENCY CALL-IN

When an employee is called in to work for purposes of an emergency, at other than his regularly scheduled hours, he shall be paid for a minimum of three (3) hours at double time.

For the purpose of this clause, emergency shall be defined to mean any unforeseen event which requires immediate action to prevent the possibility of injury, loss of life or damage to buildings, property or material. It shall not be construed to mean situations such as a call-in resulting from shortage of people or absenteeism.

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~~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.

3.04 The Company will distribute overtime hours equitably among those employees who normally perform the work in accordance with overtime rules.

4. HOLIDAYS

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

Victoria Day (May 23, 1994),
Canada Day (July 4, 1994),

August Civic Holiday (August 1, 1994),
Labour Day (September 5, 1994),
Thanksgiving Day (October 10, 1994),
February 13, 1995,
Easter Holiday (see Appendix "E" page 67).

53-150 **Christmas Shutdown (December 26, 1994 to
January 6, 1995), as follows:**

Eight holidays during the Christmas period plus an additional holiday during this period for the day and afternoon shifts. The additional 4 hours needed by the employees of the day and afternoon shifts to provide a two-week Christmas shutdown will be displaced to Thursday afternoon prior to Good Friday.

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

Victoria Day (May 22, 1995),
Canada Day (July 3, 1995),
August Civic Holiday (August 7, 1995),
Labour Day (September 4, 1995),
Thanksgiving Day (October 9, 1995),
February 12, 1996,
Easter Holiday (see Appendix "E" page 67).

Christmas Shutdown (December 25, 1995 to
January 5, 1996), as follows:

Eight holidays during the Christmas period plus an additional holiday during this period for the day and afternoon shifts. The additional 4 hours needed

by employees of the day and afternoon shifts to provide a two-week Christmas shutdown will be displaced to Thursday afternoon prior to Good Friday.

4.02 All employees, who work the complete scheduled hours on the work day immediately before and on the work day immediately after each of the above-named holidays shall receive pay at their current rates for the number of scheduled daily hours on that day, if the holiday falls on a Monday to Friday inclusive.

4.03 However, under special circumstances such as:

1. Verified illness,
2. Bereavement Leave,
3. Jury Duty,
4. Lay-off,
5. Justified lateness,
6. Absence for maternity

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. However, an employee who has been granted a leave of absence by the Company may be absent on both days, providing the employee works the complete scheduled hours on the work day immediately before and on the work day immediately after this leave of absence.

4.04 Employees who are away on vacation, in accordance with Clause 12 of this Agreement, in a week during which any of the fifteen (15) holidays occurs, shall receive an additional day's vacation with pay at their current rates as set out in paragraph 4.02 of this clause, provided they work the complete scheduled hours on the work day immediately before and on the work day immediately after their vacation. This additional day to be taken at any time suitable to the employee and the Company.

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

4.06 Should a paid holiday occur during a period of leave when the employee is receiving Weekly Indemnity benefits or Workers' Compensation Benefits, the employee will be paid the difference between the amount received under these benefits and the amount he would have received under Clause 4.02. Any employee on a Maternity Leave of Absence will be paid the difference between the amount received from unemployment insurance and the amount they would have received under clause 4.02, upon return to work.

5. GRIEVANCE PROCEDURE

5.01 Any grievance arising out of employer/employee relationship shall be handled in the following manner by the designated Grievance Committee:

- (I) Employee, or employee accompanied by his Shop Steward or a member of the Grievance Committee, or Shop Steward with the Supervisor or Foreman.
- (II) Employee, or 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,

5.02 The Company will give a decision to the employee and the Union within three (3) working days at stage (I) and within five (5) working days at stage (II). At stage (III), the Company will 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.

5.03 After the Supervisor or 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 Supervisor or Foreman has given his decision at stage (I).

5.04 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).

5.05

(A) 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.

(B) This time limitation, in cases involving the classification of new or changed occupation, shall be in accordance with the time limitation set out in Clause 14.

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

5.06 The Grievance Committee shall consist of two **(2)** 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 subsequent changes in membership of this Committee shall be submitted to the Company, in writing, prior to such Grievance Committee member commencing such duties.

5.07 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 submitted to stage (III) of the Grievance Procedure.

5.08 No member of the Grievance Committee shall leave his job to investigate a grievance except with the permission of his Supervisor or Foreman, which shall not be unnecessarily withheld or delayed without valid reason.

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

6. ARBITRATION

6.01 The Board of Arbitration, 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:

6.02 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 5, 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.

6.03 Within ten **(10)** days of receipt of this notice, the other party shall appoint its nominee to the Board of Arbitration.

6.04 In the event of failure of one of the parties to appoint its nominee within the time limits described above, the other party may request the Minister of Labour for the Province of Ontario to appoint a nominee.

6.05 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 a third member to act as Chairman.

6.06 The decision of the Board shall be final and binding on the parties hereto and shall be rendered within sixty **(60)** days after the appointment of the Chairman.

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

6.08 The Board of Arbitration 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 decision to the issues involved in the dispute as set out in accordance with paragraph **6.02** of this clause.

6.09 The expenses of the Chairman of the Board shall be borne equally by the Company and the Union.

7. DISCIPLINARY PROCEDURE

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

7.02 When an employee is suspended or discharged as a disciplinary measure, the Union will be advised 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. An employee shall not be denied the right to have a Union representative present when he is to be suspended or discharged.

7.03 In any case of suspension, discharge, demotion or denial of a promotion as a disciplinary measure before a Board of Arbitration, the Company shall endeavour to establish before the Board that such suspension, discharge, demotion or denial of a promotion as a disciplinary measure was made for just cause, and the Union will endeavour to establish that the suspension, discharge, demotion or denial of a promotion as a disciplinary measure was not for just cause or was too severe.

7.04 In the event that any employee covered by this agreement is suspended, discharged, demoted or denied a promotion as a disciplinary measure, and a Board of Arbitration, as provided in Clause 6, finds that the employee has been unfairly 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.

9-1 7.05 An entry made on an Employee's Personnel Record ~~shall not be used as evidence~~ in taking disciplinary action ~~two (2)~~ years from the date of such entry, provided that there has been no recurrence of the same misconduct for a period of one (1) year.

7.06 Any notation made on an Employee's Personnel Record must be initialed by the employee,

or in the case of refusal, by a Union representative, within five (5) working days of such occurrence.

8. ABSENCE FROM WORK

8.01 Any employee absent from work must notify the Company. Failure to do so, without justification, may result in disciplinary action. 58A-026

8.02 Employees who become pregnant must notify the Plant Nurse during the first three (3) months of pregnancy. Such employees will be granted a Maternity Leave of Absence of up to six (6) months duration. Such leave may commence after six (6) months pregnancy at the request of the employee and in any event the employee will be required to commence a leave of absence at such time as she is unable to perform the duties of her position, or the performance of her work is materially affected by the pregnancy. Notwithstanding the foregoing, an employee may request a medical demotion in accordance with the provisions of Clause 9.04 (E).

8.03 Employees on Maternity Leave must notify the Personnel Department of the date of birth within six (6) weeks of delivery.

8.04 Except in special medical circumstances employees must notify the Personnel Department prior to the termination of their Maternity Leave that they are available for work.

9. TRANSFERS

9.01 (A) PROMOTION

When an employee begins to perform a higher rated job, he will immediately be paid the rate of the job to which he is transferred.

(B) DEMOTION

(i) When an employee begins to perform a lower rated job, he will immediately be paid the rate of the job to which he is transferred.

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(ii) Demotion shall be made for the following reasons: inefficiency, at the employee's own request or lay-off. However, in cases of lay-off, the employee's rate will only be adjusted to the rate for his new job eighty-five (85) working days after such lay-off??

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(iii) In the event of a lay-off, displaced employees may exercise their seniority within the same or a lower group.

(iv) In the event of a demotion resulting from a change in production requirements, the employee will maintain his rate for a period not to exceed eighty-five (85) working days commencing from the date the employee is no longer required on his job. After this period, the employee will become red-circled in accordance with the provisions of Clause 9.01 (C) (i).

(C) RED CIRCLE

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(i) When an employee begins to perform a lower-rated job due to the introduction of new machinery, modification to existing machinery or change in production methods, he will continue to be paid his rate until he refuses a promotion on the same shift to a job which is not higher than the job from which he was originally demoted. If he refuses such a transfer, his rate shall be reduced immediately upon such refusal unless such refusal is due to physical impairment, or the employee is within ten (10) years of the normal retirement age. If several employees carrying a red circle rate are considered for a promotion, they shall be offered the job by order of seniority in accordance with Clause 11.05 but, in case of refusal, only the rate of the most junior eligible red circle employee shall be reduced.

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(ii) Night Cleaners, Cleaner Continuous Conditioning Machines and Day Workers who are demoted to a lower-rated job due to the introduction of new machinery, modification to existing machinery or change in production methods, will, if there is no vacancy on their shift, be given a choice of shifts where vacancies are available and thereafter shall be treated in accordance with 9.01 (C) (i).

9.02 TEMPORARY TRANSFERS

(A) TEMPORARY DEMOTION

When an employee performs a lower-rated job on a temporary basis (as defined below), his rate shall not be decreased.

(B) TEMPORARY PROMOTION

- (i) When an employee begins to perform a higher rated job on a temporary basis (as defined below), for a period of one **(1)** continuous hour or more, he will be paid the rate ~~of~~ the job to which he is transferred for each hour spent in such higher job.
- (ii) When the employee subsequently begins to perform his former job, he will immediately reassume the proper rate for that job.

(C) Temporary transfers (as defined below) will not be considered subject to the provisions of Clause 11. However, when temporary transfers are for a period in excess of five **(5)** working days, the Company will endeavour to apply the provisions of Clause 11 and in cases where the provisions of Clause 11 have not been applied when it exceeds five **(5)** working days, the reasons will be given to the Union.

(D) Temporary transfer is a transfer of an employee to another job for reasons such as sickness, vacation, leave of absence or training. A temporary transfer shall not exceed twenty **(20)** working

days. These periods may be extended if both parties indicate their acceptance.

(E) Experience gained on a job through temporary transfers will not be used to circumvent the provisions of Clause 11.05.

9.03 TRANSFER FOR TRAINING 25A-1

(A) When an employee is being trained on a job in a higher rate of pay for one (1) continuous hour or more, he will be paid a rate which is immediately below the rate of the job for which he is being trained, during the training period. An employee demoting or moving laterally will retain his previous rate until completion of training, at which time he will assume the job rate.

(B) However, when the employee has been trained and is performing for production purposes, he shall be paid the rate for the job provided he is performing this job for one (1) continuous hour or more.

9.04 PROCEDURES REGARDING REQUEST FOR DEMOTION

(A) An employee requesting a demotion will advise his Foreman and obtain a "Request for Demotion" Form 283. This form is to be signed and returned to the Foreman who will forward it to the Personnel Department.

(B) Requests for demotion will be handled in the order in which they are received.

Eligible employees working in lower wage groups than the opening may apply for the job. Seniority will govern in the selection of applicants provided they have approximately equal ability or efficiency. The employee requesting the demotion will then exchange jobs with the selected applicant after adequate training can be arranged.

(C) If there are no applicants for the job, the employee requesting the demotion will remain on his job and if he wishes may have his job posted again three **(3)** months from the date of the first posting.

(D) It is **recognized** that production must be maintained and adequate training given to the employees concerned before putting the demotion into effect. Accordingly, the employee requesting the demotion will remain on his job until the necessary training is completed.

(E) Demotions for medical reasons will be excluded from the foregoing. Job vacancies created by an employee being taken off a job for medical reasons will be posted and filled in the manner provided for under Clause 11.

10. UNION EXECUTIVE OFFICERS, SHOP STEWARDS AND COMMITTEE MEMBERS

10.01 It is **recognized** that Executive Officers of the Union and Members of the Apprenticeship,

Classification, Welfare and Trades Committees may require time to attend to matters related to Union/Company relations and the administration of the Collective Agreement. It is understood, however, that no Officer or Committee Member shall leave their job to attend to such matters except with the permission of the Supervisor or Foreman which shall not be unnecessarily withheld or delayed without valid reason.

10.02 One (1) Shop Steward may be elected or appointed from the employees for each department and one (1) Chief Steward may be elected or appointed from the employees for each shift. The Steward or member of the Grievance Committee may investigate, as provided in this Agreement, any grievance arising in the department or shift which he represents. No Steward or member of the Grievance Committee shall leave his job to investigate a grievance except with the permission of the Supervisor or Foreman, which shall not be unnecessarily withheld or delayed without valid reason.

10.03 A list of all elected or appointed Executive Officers, Committee Members and Stewards and any change caused by a subsequent election or appointment or by an interim appointment when a regularly elected or appointed Officer, Committee Member or Steward becomes unable to perform their duties, shall be submitted to the Company prior to such persons commencing such duties.

11. SENIORITY

11.01 In laying off ²⁷⁸⁻¹ employees not classified as Tradesmen, plant seniority shall govern and the last of these employees hired shall be the first laid off.

11.02 In laying off employees classified as Tradesmen, seniority shall govern and the last employee hired shall be the first laid off within the specific trade in which the employees are classified and in which the employee-force is being reduced. These employees shall have the right of exercising their plant seniority before being laid off.

²⁷⁰⁻¹ 11.03 (A) When increasing the work force in jobs not classified in Trades, seniority shall govern and the last of these employees laid off shall be the first recalled.

(B) When increasing the work force in jobs classified in Trades, seniority shall govern and the last of these employees laid off shall be the first recalled within the specific trade in which the employee was classified and in which the work force is being increased.

(C) It shall be the laid-off employees' responsibility to notify the Company of any change of address.

11.04 Employees recalled will be allowed a reasonable time to report for work.

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

11.06 Seniority rules shall not apply to making transfers to occupations excluded by Clause 1.

11.07 Any employees who are transferred or promoted to an occupation excluded by Clause 1 of this Agreement shall continue to accumulate seniority for a period of six (6) months and retain that seniority. However, it is agreed that no employee so transferred, upon his return to the bargaining unit, shall displace or cause any lay-off of an employee in the bargaining unit. Notwithstanding the above, seniority shall not be **recognized** for any employees transferred or promoted to an occupation excluded by Clause 1 of this Agreement after July 14, 1972 and who are returned to the bargaining unit more than six (6) months after having been transferred or promoted to an occupation excluded by Clause 1 of this Agreement. It is understood, however, that service shall be **recognized**.

11.08 Any employees (not in excess of two (2)) who leave the employment of the Company to become officers of the Bakery, Confectionery and Tobacco Workers International Union, or of its Locals, shall retain and accumulate seniority. Upon their return, they shall be entitled to a rate of pay commensurate with the group rate of the job they held at time of departure.

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11.09 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 except for the purpose of posted job **vacancies and may be** subject to discharge at the sole discretion of the Company without any recourse to the Grievance Procedure. Upon completion of **two (2)** months service, they shall, if retained, be **entitled to seniority** dating from date of original employment.

11.10 Seniority dates from the employee's original date of employment.

11.11 A voluntary quit or discharge for just cause breaks seniority.

11.12 Absence from work on account of an accident, disease, illness or leave of absence does not break seniority.

11.13 The plant seniority list which is posted shall be revised by the Company every three (3) months. The names of employees commencing employment on the same day shall be entered on such list in alphabetical order.

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

11.15 In the event that a lay-off is required, the

Company will advise the Union and discuss the reasons prior to the lay-off taking place and prior to the employees being advised. The Company will endeavour to make lay-offs on a Friday. 28-005

11.16 Employees who are laid off, in accordance with paragraphs 11.01 or 11.02 of this clause, shall be given a minimum of ~~one (1) week's~~ notice, unless otherwise ~~required by the~~ Employment Standards Act of Ontario.

11.17 LAY-OFF AND SEVERANCE PAY 30-1

Employees who are laid off, in addition to the notice given under paragraph 11.16 shall receive ~~two (2) weeks~~ severance pay for each full year of ~~service and a~~ proportional amount for any remain-??" 32-20 96
ing part year, paid at their current rate. One (1) week's severance pay shall be based on current hourly rate for number of normal weekly hours.

11.18 When an employee who has received severance pay under this clause is later recalled, (or when an employee who has received severance pay under a similar clause from any other plant of the Company is hired from another plant of the Company under the provisions of Clause 25 of this Agreement), within a time interval "shorter than the number of weeks" for which severance pay was granted, the amount of excess severance pay paid to the employee shall be considered as an advance in pay by the Company and shall be repayable by payroll deduction.

11.19 The above sections 11.16, 11.17 and 11.18 shall be waived and not binding upon the Company if the lay-off is caused by power failure, fire, flood or work stoppage in any plant of the Company.

JOB VACANCIES AND POSTING PROCEDURE

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11.20 When there is a vacancy among occupations other than those excluded in Clause 1 of this Agreement, such a vacancy will be posted on the plant notice boards for two (2) **working** days for each shift, to provide employees with an opportunity to apply for such a vacancy.

11.21 Where a job vacancy occurs, an employee working within the same group may use his seniority to claim that job on a lateral transfer, or an employee in a higher job classification may use his seniority to claim that job as a demotion. However, no employee shall be permitted more than two (2) lateral transfers and two (2) demotions per year.

11.22 An employee who has been advised in writing that his performance is below standard and who has been demoted will not be eligible to apply for the same job for two (2) months. A copy of the advice will be given to the Union Steward of the department.

11.23 Employees returning to work after an

absence due to sickness, accident, vacation, bereavement leave, leave of absence, or maternity leave will be permitted to exercise their seniority for permanent job openings which may have occurred during their absence for a period of six (6) weeks immediately before returning to work. Employees must indicate their choice within three (3) days of their return to work.

11.24 Job vacancies of a temporary nature will be marked “temporary” on the posting and the reasons for the temporary nature will be explained to the applicant. Employees on temporary jobs are eligible to apply for any permanent job vacancy.

11.25 Successful temporary job applicants will be frozen upon commencement of training on, or transfer to, any job within the chain. Employees frozen on a temporary job will be paid any subsequent promotion in rate upon completion of a forty (40) working day period.

11.26 If it becomes necessary to correct an inequality in occupations between shifts, seniority will apply.

12. VACATIONS

12.01 The Company will grant vacations to all employees who are in the employment of the Company in the current year in accordance with the following:

12.02 Eligibility for Vacation with Pay based on accumulated service with the Company:

- (a) All employees employed between June 1 of the preceding year and May 31 of the current year, shall be granted one (1) day for each full calendar month of service up to May 31 of the current year, (not to exceed a maximum of two (2) calendar weeks).
- (b) All hourly-paid employees with one (1) year on or before May 31 of the current year, shall be granted two (2) weeks. 0102
- (c) All employees with the following service on or before December 31 of the current year, shall be granted vacation as set out below:

- 5 years - 3 weeks
 - 3 years - 3 weeks (1995)
 - 10 years - 4 weeks
 - 15 years - 5 weeks
 - 20 years - 6 weeks
 - 25 years - 7 weeks
- 9 P R F
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12.03 Payment of Vacation:

- (a) Employees employed after May 31 of the preceding year: 4% of wages earned between June 1 of the preceding year and May 31 of the current year.
- (b) Employees employed before June 1 of the preceding year: 4% of wages earned between

June 1 of the preceding year and May 31 of the current year, or:

Hourly basis:

Current hourly rate for number of normal weekly or daily hours during each week or day of vacation,

whichever is greater.

- (c) When calculating vacation pay, night allowance or shift premium will be included if the employee would have been entitled to such allowance or premium had he been working.

12.04 Scheduling of Vacation

(A) Vacation, in excess of three (3) weeks, will be granted in the current year in such a manner and extent as to maintain maximum production. Seniority will be given consideration, but must not affect production. Such vacation to be granted not necessarily immediately before or after the vacations provided in 12.02 (a) and (b) of this clause.

(B) Any employee receiving benefits under the Weekly Indemnity Plan, Workers' Compensation or who is on Maternity Leave at the end of the current calendar year, and who has vacation outstanding, shall be granted such vacation immediately upon return to work.

12.05 Vacation Indemnity:

(a) Indemnity Table:

A vacation indemnity is based upon wages earned and accumulated service with the Company, and paid according to the following table:

- 4% , if less than five (5) years of accumulated service;
- 4%, if less than three (3) years of accumulated service; (1995)
- 6%, if five (5) years but less than ten (10) years of accumulated service;
- 6%, if three (3) years but less than ten (10) years of accumulated service; (1995)
- 8%, if ten (10) years but less than fifteen (15) years of accumulated service;
- 10%, if fifteen (15) years but less than twenty (20) years of accumulated service;
- 12%, if twenty (20) years but less than twenty-five (25) years of accumulated service;
- 14%, if twenty-five (25) years or more of accumulated service.

(b) Eligibility and Payment of Vacation Indemnity:

(i) Lay-off or separations except retirements:

Employee shall receive a vacation indemnity based upon his wages earned since June 1 preceding the date of his last vacation or since his most recent date of recall, whichever is the later, according to the Vacation Indemnity Table.

(ii) Recalled employee before June 1 of the current year:

Employee shall be granted vacation and shall receive as vacation pay a vacation indemnity based upon his wages earned between June 1 of the preceding year, or his most recent date of recall, whichever is the later, and May 31 of the current year, according to the Vacation Indemnity Table.

(iii) Recalled employee on or after June 1 of the current year will not receive paid vacation during the current year.

12.06 Employees Retiring on Pension:

In lieu of vacation, employees retiring on pension shall receive payment at their current rate for the number of weeks or days of vacation they are entitled to, based on their service with the Company, less any amount paid for vacation taken since January 1 of the retirement year.

For employees retiring on pension between June 1 and December 31, they shall, in addition, be entitled to a vacation indemnity according to the Vacation Indemnity Table and based upon wages earned between June 1 of the retirement year and the date of retirement.

12.07 The date of the annual plant shutdown will be posted on the Plant Notice Boards by December 1st of the preceding year.

13. WAGES

50A-1

13.01 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.

13.02 Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

13.03 Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.

13.04 SHIFT PREMIUM *44-100055*

(A) All employees designated as "Day Workers on Shift Hours", as noted in Clause 2 - Hours of Work in the Collective Agreement, working on the second-shift, as defined in Clause 2, will be paid a premium of ~~55¢ per~~ hour for each hour worked, including overtime hours, but no overtime premium will be paid on this ~~55¢~~ per hour for overtime hours worked. *45-100090*

(B) All employees designated as "Day Workers on Shift Hours", as noted in Clause 2 - Hours of Work in the Collective Agreement, working on the night shift, as defined in Clause 2, will be paid a premium of ~~90¢ per~~ hour for each hour worked, including overtime hours, but no overtime premium will be paid on this ~~90¢~~ per hour for overtime hours worked.

(C) These premiums will be included when calculating Holiday Pay, Vacation Pay and Bereavement Leave Pay, in accordance with Clauses 4, 12 and 21 of the Collective Agreement.

13.05 NIGHT ALLOWANCE FOR NIGHT CLEANERS

(A) All employees designated as "Night Cleaners" as noted in Clause 2 - Hours of Work in the Collective Agreement will be paid a "Night Allowance" of 11% of their regular hourly rate for each hour worked, including overtime hours, but no overtime premium will be paid on this 11% for overtime hours worked.

(B) “Night Allowance” will be included when calculating Holiday Pay, Vacation Pay and Bereavement Leave Pay in accordance with Clauses **4**, **12** and **21** of the Collective Agreement.

14. JOB EVALUATION

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

14.02 All jobs are described in such a manner as to identify the duties of the job which will affect the evaluation. In a job opening the job description shall be used to describe the duties of the job.

14.03 A copy of each job description will be provided to the Union within one (1) month.

14.04 A job description is not a job assignment and employees may be required to do other duties which are not specified in their job description; however, any change in duties which becomes part of a job on a regular basis will be included in the job description, and the job description will be provided to the Union within one (1) month.

14.05 Any new or changed jobs will be evaluated under the Job Evaluation Plan and classified. The Company shall advise the Union of all such evaluations. Such evaluation will be effective on the

date the new or changed job was first performed and a copy of the job description will be given to the Union within one (1) month.

If as a result of such evaluation the rate of the job is reduced and the employee continues to perform this changed job, he will continue to be paid the former rate and will not be forced off the job because of this higher rate. Once the employee begins to perform another job, his rate will be determined in accordance with the other provisions of the collective agreement.

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14.06 A review Committee of two (2) employees will be appointed by the Union to discuss job descriptions and evaluations with the Company. If the Company and the Union are unable to agree on the description or evaluation for a new or changed job, the matter may be referred to Stage (III) of the Grievance Procedure.

14.07 No grievance may be initiated if more than forty-five (45) working days have elapsed from the time the Union was provided with a copy of the Company's job description and evaluation and such description and evaluation has been discussed at a meeting between the Company and the Union provided that this meeting is held within three (3) months after the Union has been provided with a copy of the Company's job description and evaluation.

14.08 The provisions of **14.02, 14.03, 14.04, 14.05, 14.06** and **14.07** shall not apply to those jobs classified as trades jobs.

15. UNION NOTICES

15.01 The Company agrees to permit Union notices to be posted on the Union notice board, provided such notices be approved by management prior to being posted and restricted to activities of the Union.

16. MANAGEMENT

16.01 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.

17. NO STRIKES OR LOCK-OUTS

17.01 There shall be no strikes, slowdowns or lock-outs, either complete or partial, during the term of this Agreement.

18. MEMBERSHIP IN UNION

18.01 All employees who are members of the Union or hereafter become members shall remain members during the term of this Agreement as a condition of employment.

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18.02 All new employees hereafter employed, upon completion of a two (2) month probationary period, shall become members and remain members during the term of this Agreement as a condition of employment.

19. CHECK-OFF OF UNION DUES 2-1

19.01 The Company, upon receipt of 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, as a condition of employment, the sum **authorized** by the employees for payment of Union dues.

19.02 A cheque in favour of Local 323T, Bakery, Confectionery and Tobacco Workers International Union, for the amount of dues so collected will be forwarded to the Financial Secretary of Local 323T on or before the end of the month in which the deductions are made.

20. VALIDITY OF AGREEMENT

20.01 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.

21. BEREAVEMENT LEAVE 63A-1

21.01 In the event of the death of an employee's father (step), mother (step), spouse or child (step) and the employee furnishes reasonable proof of such death to the Personnel Department, such employee will be granted a reasonable leave of absence, with pay at his current rate not to exceed one (1) normal work week.

21.02 In the event of the death of an employee's mother-in-law, father-in-law, brother or sister and the employee furnishes reasonable proof of such death to the Personnel Department, such employee shall be granted a reasonable leave of absence, with pay at his current rate not to exceed three (3) normal working days.

21.03 In the event of the death of an employee's Grandparents, Son-in-Law, Daughter-in-Law, Grandchildren, Brother-in-Law or Sister-in-Law, and the employee furnishes reasonable proof of such death to the Personnel Department, he shall be granted a reasonable leave of absence, with pay, not to exceed two (2) normal working days.

21.04 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 4 of this Agreement.

21.05 When calculating pay for bereavement leave, “Night Allowance” or “Shift Premium” will be included if the employee would have been entitled to such night allowance or shift premium had he been working.

21.06 Employees who are away on vacation in accordance with Article 12 of this Agreement, in a week during which a bereavement occurs as defined in this Article, will, provided they advise the Company, continue their vacation for a period of time equivalent to the number of days taken as bereavement leave during such vacation.

22. EMPLOYEE TRAINING PROGRAMME

22.01 The Company **recognizes** the importance of providing training opportunities for all employees so that they can handle technological changes and/or improve their skills and advance to jobs of greater responsibility and higher pay.

22.02 Because of changing conditions and in particular technological changes, new approaches to and expansion of employee training are required.

22.03 This being **recognized**, the Company undertakes to continue a training programme in the following areas:

1. Apprenticeship for skilled trades; ^{25C-1}
2. Training for technological changes; ^{22C-1}
3. Training for up-grading;
4. Educational assistance to increase formal education. ^{25B-4}

22.04 The purpose of this training programme is to meet the training needs and, as these needs change, the programme may have to be modified.

23. CONTRACTING OUT

23.01 The Company intends to ^{s - 1} maintain its policy of not using outside contractors to replace bargaining unit employees unless it would be deemed essential by the Company to do so. However, it is **recognized** by the Union and the employees that the Company must continue its present practice of having outside contractors to perform certain work. The Company undertakes to keep the Union informed about this work being performed by outside contractors.

If it is deemed essential by the Company to have outside contractors to perform work which is now performed by bargaining unit employees, or is of a type that has not been done before, or if the present practice is materially increased and it would

result in bargaining unit employees being displaced, the Union will be advised prior to such decision being implemented and will be consulted in determining how to **minimize** the effects on the employees. The Union will be given a minimum of five (5) working days to comment on the proposed decision and the Company undertakes to give appropriate weight to those comments prior to implementing the decision.

Nevertheless, employees will not be laid off as a result of this practice.

24. BENEFIT PLAN

24.01 The Company agrees to continue in effect, during the term of this Agreement, the following benefit plans:

- a) Medical Assistance Plan,
 - b) Group Life Insurance Plan,
 - c) Weekly Indemnity Plan,
 - d) Dental Plan,
 - e) Long Term Disability Insurance-Plan,
 - f) Supplemental Workers' Compensation Allowance.
- see back*

While the Imasco Pension Plan also forms part of the collective agreement, it is understood and agreed that it shall not be subject to the grievance procedure.

In the absence of government regulations necessitating changes in any or all of such plans, there will be no benefit reductions or contribution increases under these plans for the eligible employees during the term of this Agreement.

24.02 In the event that the Government of Ontario would revert to the system of premium payment for funding of its Health Insurance Plan, the Company agrees to pay the Ontario Health Insurance Plan (**O.H.I.P.**) premiums on behalf of the employees. However, this subsidy will be decreased if the **O.H.I.P.** premium is decreased, and the resulting savings will not be passed on to the employees in any form.

25. HIRING PREFERENCE IN OTHER PLANTS OF THE COMPANY

25.01 In the event that employees are laid off at one of the Company plants and apply to another plant for employment in the event they hire new employees, preference shall be given to these employees provided they meet the hiring qualifications of the employing plant. The regular age and educational requirements shall be waived in cases of this nature.

Seniority shall not be **recognized** at the new plant; however, service shall be **recognized**.

If an employee is hired at another plant, his name shall be maintained on the recall list of the plant

from which the employee has been laid off, until such time as he is recalled to his former plant. If **he refuses such recall, his name shall be removed** from the recall list.

25.02 If the Company opens a new plant in Ontario for the purpose of manufacturing tobacco products, qualified employees in the **Guelph** plant will be offered employment by seniority, before new employees are hired from outside and their seniority in the new plant shall be their seniority date in the **Guelph** Plant. Service with the Company shall be **recognized** at the new location.

26. TECHNOLOGICAL CHANGE

26.01 PURPOSE

The purpose of this clause is to provide procedures for dealing with the effects of technological changes on the employees. It is understood, however,, that this clause is not intended to replace or supersede any clause under the present Agreement.

DEFINITION

For the purpose of this clause, “technological changes” means the introduction of machinery or techniques which result in greater output per man-hour.

JOINT COMMITTEE 22E-1

In order to study the most appropriate way to cushion the effects of technological changes on the employees, it is agreed to establish a Joint Committee consisting of representatives from Head Office and Plant Management as well as representatives from the International and the Local Union. There is nothing, however, to prevent the Committee from consulting with outside experts who are specialists on the particular subject under discussion or to call upon any employees of the Company for more information.

Because technological changes can affect employees in many different ways depending upon, among other factors, the number involved, length of service, skills, education, age and market requirements, each instance will require to be studied on its own merits by the Joint Committee and each may require a different combination of measures to ensure that the welfare of the employees and of the Company is adequately protected.

PROCEDURES 22G-1

The Company will not lay off employees as a result of the introduction of technological changes and in the event that the introduction of technological changes would generate a surplus of employees in excess of plant requirements, the Joint Committee shall consider, among other alternatives,

- a) Retraining;
- b) Transfer on a voluntary basis to other jobs within the Company;
- c) Attrition;
- d) Voluntary termination of employment with an indemnity which will be based on the best formula agreed to between the Company and the Union, taking into consideration the characteristics of the group of employees affected as well as the settlements negotiated in the Tobacco Industry;

as a means to accommodate the number of employees affected.

This Committee will go into action when advised by the Local Union or Plant Management that a problem exists as a result of a decision to introduce technological changes and will make recommendations as are agreed upon to the Company and inform the Local Union.

There is nothing, however, to prevent the Committee from discussing the overall effects of technological changes on employees so that the Committee can make recommendations that will be helpful in dealing with specific problems as they arise.

In the event that the Company decides to close the **Guelph Plant**, it is agreed that the Joint Committee will meet in order to study the most appropriate ways to cushion the effects on the employees and

to discuss the terms and provisions related to the termination of employment, possibility of other employment within the Company, severance pay and other related benefits which shall be comparable to settlements already established in the Tobacco Industry.

PRIOR NOTICE

22A-1
The Company will **endeavour** to advise the Local Union of major technological changes affecting employees at least six (6) months prior to their introduction, but in any event the Local Union shall be advised of any technological changes affecting employees not less than thirty (30) days before their introduction.

27. TRADES

27.01 Trades for the purpose of this Agreement shall cover all employees employed as Tradesmen or who have successfully completed the Apprenticeship Programme within the Guelph Plant.

27.02 The Company agrees to **recognize** representatives from the Tradesmen to be designated from time to time by the Union for the purpose of discussions with the Company relating to matters affecting the Tradesmen and coming under the provisions of this Collective Agreement.

27.03 There shall be a Grievance Committee for Trades consisting of two (2) Tradesmen appointed by the Union to investigate grievances referred to it in accordance with the procedure set out in Article 5.

27.04 JOB EVALUATION

- i) All jobs are described in such a manner as to identify the duties of the job which will affect the evaluation. In a job opening the job description shall be used to describe the duties of the job.
- ii) A copy of each job description will be provided to the Union within one (1) month.
- iii) A job description is not a job assignment and employees may be required to do other duties which are not specified in their job description; however, any change in duties which becomes part of a job on a regular basis will be included in the job description, and the job description will be provided to the Union within one (1) month.
- iv) Any new or changed jobs will be evaluated under the Job Evaluation Plan and classified by the Joint Trades Job Evaluation Committee.

Any revision to the rates for new or changed jobs will be effective the first work week in January following the biennial review by the Joint Trades Job Evaluation Committee.

If as a result of such evaluation the rate of the job is reduced and the employee continues to perform this changed job, he will continue to be paid the former rate and will not be forced off the job because of this higher rate. Once the employee begins to perform another job, his rate will be determined in accordance with the other provisions of the collective agreement.

- v) A Review Committee of up to four **(4)** tradesmen, each representing a different trade, will be appointed by the Union to discuss new or changed trades' job descriptions and evaluations with the Company. If the Company and the Union are unable to agree on the description or evaluation for a new or changed job, the matter may be referred to Stage (III) of the Grievance Procedure.
- vi) No grievance may be initiated if more than forty-five **(45)** working days have elapsed from the time the Union was provided with a copy of the Company's job description and evaluation and such description and evaluation have been discussed at a meeting between the Company and the Union provided that this 'meeting is held within three **(3)** months after the Union has been provided with a copy of the Company's job description and evaluation.

27.05 Trades seniority shall date from original date of employment as a Tradesman or upon

successful completion of an Apprenticeship Programme in the **Guelph** Plant.

Notwithstanding the above, upon successful completion of an Apprenticeship Programme in the **Guelph** Plant, Trades Seniority shall date from:

- (a) The date the employee started on an Apprenticeship Programme, for **all** employees starting on an Apprenticeship Programme after July 15, 1974.
- (b) (i) July 15, 1974, for all employees who started on an Apprenticeship Programme in 1971.
 - (ii) July 16, 1974, for all employees who started on an Apprenticeship Programme in 1972.
 - (iii) July 17, 1974, for all employees who started on an Apprenticeship Programme in 1973.

27.06 In laying off employees classified as Tradesmen, seniority shall govern and the last employee hired shall be the first laid off within the specific trade in which the employees are classified and in which the employee force is being reduced. These employees shall have the right of exercising their plant seniority before being laid off.

27.07 When increasing the work force in jobs classified in Trades, seniority shall govern and the

last of these employees laid off shall be the first recalled within the specific trade in which the employee was classified and in which the work force is being increased.

27.08 The Tradesmen's seniority list will be posted and revised by the Company every three (3) months.

27.09 The representatives of the Tradesmen will be informed on matters relating to the Apprenticeship Programme.

27.10 If it becomes necessary to correct an inequality in occupations between shifts, seniority shall apply. However, in the event of an opening in an occupation on 'C' Shift, the opening will be posted. If there are no applicants, the junior employee in the category will be obligated to accept the transfer.

27.11 Except in special medical circumstances, those employees working in occupations classified as "Trades" under Appendix "A" of this Collective Agreement may not apply for job vacancies which occur in "non-trades occupations".

27.12 In the event of a lay-off, the provisions of 9.01 (b) (iii) shall not apply to employees classified as tradesmen and the junior employee within the specific trade shall be the one displaced.

27.13 TRANSFER FOR TRAINING

(A) When an employee is being trained on a job in a higher rate of pay for one (1) continuous hour or more, he will be paid an additional rate equivalent to 75% of the difference of the higher rate and the rate of his previous job, calculated to the nearest 1/2¢ per hour, during the training period.

(B) However, when the employee has been trained and is performing for production purposes, he shall be paid the rate for the job provided he is performing this job for one (1) continuous hour or more.

28. JURY DUTY

28.01 When an employee is summoned to serve as a 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.

63.B.C-1

29. MEMORANDUM OF AGREEMENT

29.01 The Memorandums of Agreement identified as Appendix "B", "C", "D", "E", "F" and "G", and which are signed for identification by the parties hereto, form part of the Collective Agreement.

30. UNION PRESIDENT



30.01 In addition to maintaining the regular wages of the Union President while he is in the plant the President will also have his regular wage's maintained for meetings outside the Company on matters directly related to the administration of the Collective Agreement.

31. DURATION OF AGREEMENT

31.01 This Agreement shall be in force and effect from the time that it is executed up to and including April 14, 1996, 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.

32. OCCUPATIONAL HEALTH & SAFETY

32.01 The Company recognizes its obligation to provide a healthy and safe working environment for all employees and the Union recognizes its obligation to cooperate in maintaining and improving a healthy and safe working environment. The parties agree to use their best efforts jointly to achieve these objectives.

32.02 The Company and Union agree to have an Occupational Health and Safety Committee made up of six (6) regular members, three (3) of whom represent the Company and three (3) of whom

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represent the Union, as well as up to six (6) temporary members, three (3) of whom represent the Company and three (3) of whom represent the Union.

32.03 The Safety Committee should meet at least once a month, or more often if necessary, to review health and safety conditions within the plant and to make recommendations as are deemed necessary or desirable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 2nd of June, 1994

IN THE PRESENCE OF:

IMPERIAL TOBACCO
DIVISION OF **IMASCO** LIMITED

F. L. McIntyre

By: T. W. Myhill

BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL **323T**

Sean Kelly

By: Philip Freeman.
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX “B”

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

MEMORANDUM OF AGREEMENT
BETWEEN
IMPERIAL TOBACCO
DIVISION OF **IMASCO** LIMITED
AND
BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL **323T**

STUDENTS

It is understood and agreed that students are hired on a temporary basis and that at the end of their work term their employment with the Company will be terminated.

Notwithstanding Article 1 of the Collective Agreement, the Company hereby confirms its intent of applying the following articles of the Collective Agreement to students: Hours of Work, Overtime, Holidays and Wage Schedule and Classification.

Notwithstanding Articles 18 and 19 of the Collective Agreement, the Company, upon receipt **of written authorization in the form agreed to** between the Company and Union, will deduct from the pay earned each week by students an amount equal to the Union Dues, which will be forwarded to the Financial Secretary of Local 323T.

IN THE PRESENCE OF:

IMPERIAL TOBACCO
DIVISION OF **IMASCO** LIMITED

F. L. McIntyre

By: T. W. Myhill

BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL **323T**

Sean Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX “C”

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

MEMORANDUM OF AGREEMENT

BETWEEN

IMPERIAL TOBACCO
DIVISION OF **IMASCO** LIMITED

AND

BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL **323T**

IMPERIAL TOBACCO
JOINT INDUSTRIAL RELATIONS COUNCIL

PURPOSE:

Recognizing the common dependence of the Company and of its employees upon the welfare of the business as a whole; **recognizing** further that maintenance of goodwill and mutual respect between employers and employees can contribute greatly to the maintenance of and increase in that welfare, the parties to this contract have agreed to

6-1
form the Imperial Tobacco Joint Industrial Relations Council for the purpose of maintaining an ongoing viable dialogue on matters of mutual interest and concern.

It is understood, however, that this Memorandum of Agreement is not intended to replace or **superse**de any clause under the present Agreement.

COUNCIL MEMBERS:

The council is composed of the following members:

Union Representatives:

The Presidents and Vice-Presidents of each Imperial Tobacco local and representatives from the International Union.

Company Representatives:

The Plant Managers and Personnel Managers from each plant, representatives from the Industrial Relations Division and the Vice-Presidents of Human Resources and Manufacturing/Engineering.

Sub-Committees:

The council may, from time to time, at its discretion, establish sub-committees from among its members to examine various issues which are in keeping with its overall purpose. These sub-committees, upon completion of their assignments, will be expected to report their findings and recommendations, if any, to the council as a whole.

MEETINGS:

1) Frequency:

It is agreed that the council will meet once a year. Additional meetings may be scheduled by mutual consent, if deemed necessary.

2) Location:

The meetings will be held in Montreal.

3) Expenses:

The normal expenses incurred by members as a result of council meetings will be paid by the Company.

4) Agendas:

It is agreed that the council will limit its discussions to items in keeping with the overall purpose and which are of common interest and concern to all locations. It is further agreed that, at least two weeks prior to a council meeting, the parties will endeavour to appraise one and another of topics which they will wish to discuss.

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Sean Kelly

By: Philip Freeman
Ronald **Costigan**
Doris **Dupont**
Thomas **Belbeck**
Eddie Dewing
Sharron Bovaird
Charles **E. Hill**
Bruce Starkey

APPENDIX “D”

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

MEMORANDUM OF AGREEMENT

BETWEEN

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

AND

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL 323T**

GUELPH PLANT

INDUSTRIAL RELATIONS COMMITTEE

PURPOSE:

Recognizing the common dependence of the Company and of its employees upon the welfare of the business as a whole; **recognizing** further that maintenance of goodwill and mutual respect between employers and employees can contribute greatly to the maintenance of and increase in that welfare, the parties to this contract have agreed to form the Guelph Plant Industrial Relations

Committee for the purpose of discussing matters of mutual interest and concern regarding the **Guelph Plant**.

It is understood, however, that this Memorandum of Agreement is not intended to replace or supersede any clause under the present agreement.

COMMITTEE MEMBERS:

The committee is composed of the following members:

Union Representatives:

The local Union executive or members thereof, as determined from time to time by the President.

Company Representatives:

The Plant Manager, Plant Personnel Manager and other senior plant officials, as determined from time to time by the Plant Manager.

MEETINGS:

1) Frequency:

The committee will meet three times per year. The number of meetings may be changed if it is deemed necessary by the parties.

2) Agenda:

The parties agree that they will endeavour to advise one and another of the topics which they wish to discuss prior to the meeting, in order to provide sufficient time for preparation.

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Sean Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX “E”

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

**MEMORANDUM OF AGREEMENT
BETWEEN
IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED
AND
BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL 323T**

EASTER HOLIDAY

This is to confirm that the parties agree to displace Easter Monday (April 17, 1995, in the first year of the Collective Agreement, and April 8, 1996 in the second year of the Collective Agreement), to the preceding week, commencing on Thursday, at 11:30 A.M. for employees working on the first shift and at 3:30 P.M. for employees working on the second shift. For employees working on the night shift, the holiday shall be displaced to the last regular shift worked the week preceding Easter Monday.

For those employees who do not fall in any of the above categories, Easter Monday will be displaced to the preceding week in accordance with the principle described above.

Notwithstanding the above, employees working as Night Cleaners will take Easter Monday from 11:00 P.M. Sunday, April 16, 1995 to 8:00 A.M. Monday, April 17, 1995 in the first year of the Collective Agreement, and from 11:00 P.M. Sunday, April 7, 1996 to 8:00 A.M. Monday, April 8, 1996 in the second year of the Collective Agreement.

NOTE: Notwithstanding the above, and in accordance with the agreement reached in the 1992 negotiations, in order to provide a **2-week** shut-down at Christmas, the regular work day for the day and afternoon shifts will be as follows on the Thursday preceding the Good Friday:

1st shift - 7:30 A.M. to 3:30 P.M.

2nd shift - 3:30 P.M. to 11:30 P.M.

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Sean Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Sharron Bovaird
Charles E. Hill
Eddie Dewing
Bruce Starkey

APPENDIX "F"

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

**MEMORANDUM OF AGREEMENT
BETWEEN
IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED
AND
BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL 323T**

**EMPLOYEES ON L.T.D. & W.C.
DECLARED CAPABLE OF WORKING**

This will serve to confirm the understanding reached during negotiations regarding persons on Long Term Disability and Workers' Compensation.

Employees in the employment of the Company on October 20, 1984 who receive benefits from the Long Term Disability Plan and employees in the employment of the Company on September 8, 1990 who receive benefits from Workers' Compensation and are subsequently determined,

on the basis of medical information, to be capable of working will be provided with a job at Imperial Tobacco.

The above paragraph will also apply to all new employees upon completion of five (5) years service who subsequently become eligible for Long Term Disability or Workers' Compensation.

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Sean Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX "G"

This memorandum forms part of the Collective Agreement signed between the company and the Union on the 2nd of June, 1994 and expiring on April 14, 1996.

**MEMORANDUM OF AGREEMENT
BETWEEN
IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED
AND
BAKERY, CONFECTIONERY AND
TOBACCO WORKERS
INTERNATIONAL UNION
LOCAL 323T**

L.T.D. BENEFITS

This will serve to confirm the understanding between the Company and the Union that employees receiving benefits under the Long Term Disability Plan, introduced in July of 1977, will have their benefit level maintained at 65% of the current wage schedule.

See p 119

The attached document is an explanation of how the "final average remuneration" would be established for an employee who is a member of the

Imasco Pension Plan and who has received benefits from the Long Term Disability Plan during the five years immediately prior to attaining age 65.

F.A.R. AT TERMINATION OF L.T.D.

Traditionally an employee has been assumed to earn normal base wage or salary while on Long Term Disability. Therefore after five full years on Long Term Disability **F.A.R.** would be equal to the base wage or salary the employee was earning at the date of becoming disabled.

Under the new arrangement each time an augmentation is granted to pensioners the earnings of an individual on Long Term Disability will be deemed to have been augmented at the same time and by the same percentage as the pension augmentation. Earnings of an individual on **L.T.D.** will therefore be deemed to increase on the same date.

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Séan Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION

Hourly Basis	36 Hour Week Rate
Group 1	\$22.170
Group 2	15000 22.420
General Help	Making & Packing
Group 3	22.770
Group 4	23.025
Group 5	23.345
Hand Case Filler and Code Dater	Making & Packing
Group 6	23.615
Cleaner	Maintenance
Cleaner - Days	Maintenance
Custodian	Maintenance
Group 7	23.935
Dilution Tester	Quality Services
Group 8	24.245
Searcher - Primary	Primary
Sample Collector - M. & P.	Quality Services

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

Hourly Basis		36 Hour Week Rate
Group 9		\$24.605
Project Monitor	Plant Personnel	
Inspector - Cigarettes & Packages	Quality Services	
Sample Collector - Primary	Quality Services	
Group 10		24.845
Primary Case Handler	Primary	
Hogshead Dismantler & Case Handler	Primary	
Cleaner - Brushes	Making & Packing	
Infestation Monitor	Quality Services	
Cleaner Conditioning Equipment	Primary	
Group 11		25.230
General Help	Maintenance	
Group 12		25.555
Waste Collector	Making & Packing	
Waste Porter	Making & Packing	
Operator - Cut Tobacco Storage Input	Primary	
Cleaner - Air Conditioning	Maintenance	
General Help	Primary	
Porter - Wrapping Stock - Making & Packing	Making & Packing	

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

Hourly Basis	36 Hour Week Rate
Group 13	\$25.900
Moisture Tester	Quality Services
Cleaner - Primary "C" Shift	Primary
Night Cleaner Class I	Night Cleaning
Night Cleaner Class II	Night Cleaning
Group 14	26.195
Porter - Modules	Making & Packing
Group 15	26.535
Quality Services Materials	
Inspector	Quality Services
Operator - Ripping Machine	Primary
Porter Rod Room	Rod Room
Relief Porter	Making & Packing
Group 16	26.830
Operator - Strip Cutters & Blending Bin Discharge System	Primary
Chauffeur	Machine Shop
Quality Services Utility Primary	Quality Services
Quality Services Utility Secondary	Quality Services

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

Hourly Basis

36 Hour Week
Rate

Group 17

\$27.135

Replacement & General Help	Machine Shop
Stores Attendant	Mechanical Stores
Operator - F.L.T. and	
DIET Feeder	Primary
Operator - Dryer & Coolers	Primary
Operator - C.R.S./W.T.S.,	
Smalls and Rod Box	
Feeders	Primary
Operator - Strip Blending &	
Conditioning Equipment	Primary
Operator - Pneumatic Feed	
System	Primary
Adhesive Attendant	Wrapping Stock
General Help	Maintenance
Porter Rework	Making & Packing
Operator - Case Filling	
& Sealing Machine	Making & Packing
Relief Operator - Case Filling	
& Sealing Machine	Making & Packing
Operator Case Palletizing	
System	Shipping

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

Hourly Basis	36 Hour Week Rate
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Group 18	\$27.430
-----------------	-----------------

Operator - Fork Lift Truck - Cut Tobacco Storage	Primary
Operator - W.T.S. Dryer & V.S. Rollers & Cutters	Primary
Tender - High Speed Rod Maker KDF2	Rod Room
Relief Tender - High Speed Rod Maker KDF2	Rod Room
Replacement and General Help	Making & Packing

Group 19	27.825
-----------------	---------------

Operator - Fork Lift Truck - Tobacco Warehouse	Primary
Stores Attendant & Receiver	Mechanical Stores
Operator - VS. Conditioning & P.C.L. Feeders	Primary

Group 20	28.195
-----------------	---------------

Stock Handler Wrapping Material	Wrapping Stock
Replacement Worker - Shipping, Wrapping & Cut Tobacco Storage	Primary

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

Hourly Basis	36 Hour Week Rate
--------------	----------------------

Group 21	\$28.585
-----------------	-----------------

Stock Attendant Tobacco

Warehouse

Primary

Wrapping Material Attendant

Wrapping Stock

Stock Attendant - Shipping

Shipping

Lubricator

Maintenance

Group 22	28.875
-----------------	---------------

Utility Person - Shipping &

Wrapping Material

Shipping & Wrapping Stock

Operator - **Mentholating**

Machine

Wrapping Stock

Tender - Module (Mark IX

Maker - Oscar **Focke S & S**)

Making & Packing

Group 23	29.225
-----------------	---------------

Utility & Relief Worker -

Primary

Primary

Instructor

Training

Storeskeeper

Mechanical Stores

Utility Tender

Making & Packing

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION

Hourly Basis	36 Hour Week Rate
TRADES	
Band "A"	
Building Maintenance - Carpenter	\$34.285
Welder - Metal Worker	34.285
Pipefitter - Plumber	34.285
Millwright - Mechanic	35.075
Band "B"	
Machinist - Mechanic	35.300
Machinery Repairman Fitter	35.300
Primary/Fork Lift Truck	35.300
Production Mechanic - Rod Room	35.300
Focke Module Mechanic	35.300
Production Mechanic - Case Sealers	35.300
Feeder Group - Machine Shop	35.300
Preventative Maintenance Mechanic	36.130
Band "C"	
Production Electro - Mechanical Technician	
Advanced Generation Production Equipment	36.380

IN THE PRESENCE OF:

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DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Séan Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION EFFECTIVE APRIL 15, 1995

Hourly Basis	36 Hour Week Rate
Group 1	\$22.835
Group 2	23.095
General Help	Making & Packing
Group 3	23.455
Group 4	23.715
Group 5	24.045
Hand Case Filler and Code Dater	Making & Packing
Group 6	24.325
Cleaner	Maintenance
Cleaner - Days	Maintenance
Custodian	Maintenance
Group 7	24.655
Dilution Tester	Quality Services
Group 8	24.970
Searcher - Primary	Primary
Sample Collector - M. & P.	Quality Services

**WAGE SCHEDULE AND CLASSIFICATION (Cont'd)
EFFECTIVE APRIL 15, 1995**

Hourly Basis	36 Hour Week Rate
Group 9	\$25.345
Project Monitor	Plant Personnel
Inspector - Cigarettes & Packages	Quality Services
Sample Collector - Primary	Quality Services
Group 10	25.590
Primary Case Handler	Primary
Hogshead Dismantler & Case Handler	Primary
Cleaner - Brushes	Making & Packing
Infestation Monitor	Quality Services
Cleaner Conditioning Equipment	Primary
Group 11	25.985
General Help	Maintenance
Group 12	26.320
Waste Collector	Making & Packing
Waste Porter	Making & Packing
Operator - Cut Tobacco Storage Input	Primary
Cleaner - Air Conditioning	Maintenance
General Help	Primary
Porter - Wrapping Stock - Making & Packing	Making & Packing

WAGE-SCHEDULE AND CLASSIFICATION (Cont'd)
EFFECTIVE APRIL 15, 1995

Hourly Basis	36 Hour Week Rate
Group 13	\$26.675
Moisture Tester	Quality Services
Cleaner - Primary "C" Shift	Primary
Night Cleaner Class I	Night Cleaning
Night Cleaner Class II	Night Cleaning
Group 14	26.980
Porter - Modules	Making & Packing
Group 15	27.330
Quality Services Materials	
Inspector	Quality Services
Operator - Ripping Machine	Primary
Porter Rod Room	Rod Room
Relief Porter	Making & Packing
Group 16	27.635
Operator - Strip Cutters & Blending Bin Discharge System	Primary
Chauffeur	Machine Shop
Quality Services Utility Primary	Quality Services
Quality Services Utility Secondary	Quality Services

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)
EFFECTIVE APRIL 15, 1995

Hourly Basis

**36 Hour Week
Rate**

Group 17

\$27.950

Replacement & General Help	Machine Shop
Stores Attendant	Mechanical Stores
Operator - F.L.T. and DIET Feeder	Primary
Operator - Dryer & Coolers	Primary
Operator - C.R.S./W.T.S., Smalls and Rod Box Feeders	Primary
Operator - Strip Blending & Conditioning Equipment	Primary
Operator - Pneumatic Feed System	Primary
Adhesive Attendant	Wrapping Stock
General Help	Maintenance
Porter Rework	Making & Packing
Operator - Case Filling & Sealing Machine	Making & Packing
Relief Operator - Case Filling & Sealing Machine	Making & Packing
Operator Case Palletizing System	Shipping

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)
EFFECTIVE APRIL 15, 1995

Hourly Basis	36 Hour Week Rate
Group 18	\$28.255
Operator - Fork Lift Truck - Cut Tobacco Storage	Primary
Operator - W.T.S. Dryer & VS. Rollers & Cutters	Primary
Tender - High Speed Rod Maker KDF2	Rod Room
Relief Tender - High Speed Rod Maker KDF2	Rod Room
Replacement and General Help	Making & Packing
Group 19	28.660
Operator - Fork Lift Truck - Tobacco Warehouse	Primary
Stores Attendant & Receiver	Mechanical Stores
Operator - V.S. Conditioning & P.C.L. Feeders	Primary
Group 20	29.040
Stock Handler Wrapping Material	Wrapping Stock
Replacement Worker - Shipping, Wrapping & Cut Tobacco Storage	Primary

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)
EFFECTIVE APRIL 15, 1995

Hourly Basis	36 Hour Week Rate
Group 21	\$29.445
Stock Attendant Tobacco Warehouse	Primary
Wrapping Material Attendant	Wrapping Stock
Stock Attendant - Shipping	Shipping
Lubricator	Maintenance
Group 22	29.740
Utility Person - Shipping & Wrapping Material	Shipping & Wrapping Stock
Operator - Mentholating Machine	Wrapping Stock
Tender - Module (Mark IX Maker - Oscar Focke S & S)	Making & Packing
Group 23	30.100
Utility & Relief Worker - Primary	Primary
Instructor	Training
Storeskeeper	Mechanical Stores
Utility Tender	Making & Packing

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION EFFECTIVE APRIL 15, 1995

Hourly Basis	36 Hour Week Rate
TRADES	
Band "A"	
Building Maintenance - Carpenter	\$35.315
Welder - Metal Worker	35.315
Pipefitter - Plumber	35.315
Millwright - Mechanic	36.125
Band "B"	
Machinist - Mechanic	36.360
Machinery Repairman Fitter	36.360
Primary/Fork Lift Truck	36.360
Production Mechanic - Rod Room	36.360
Focke Module Mechanic	36.360
Production Mechanic - Case Sealers	36.360
Feeder Group - Machine Shop	36.360
Preventative Maintenance Mechanic	37.215
Band "C"	
Production Electro - Mechanical Technician	
Advanced Generation Production Equipment	37.470

IN THE PRESENCE OF:

**IMPERIAL TOBACCO
DIVISION OF IMASCO LIMITED**

F. L. McIntyre

By: T. W. Myhill

**BAKERY, CONFECTIONERY AND
TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 323T**

Sean Kelly

By: Philip Freeman
Ronald Costigan
Doris Dupont
Thomas Belbeck
Eddie Dewing
Sharron Bovaird
Charles E. Hill
Bruce Starkey

June 2, 1994

Mr. Philip Freeman,
President, Local 323T,
Bakery, Confectionery and Tobacco
Workers International Union,
Guelph, Ontario.

Dear Mr. Freeman:

This letter will serve to confirm the discussions between the Company and Union regarding the scheduling of vacations for employees who are entitled to less than three (3) weeks vacation and who are required to work for a period of time during the summer shutdown period.

The Company will make every reasonable effort to schedule such vacations in consecutive weeks and/or days as the case may be.

In the unlikely event that there is a problem with the scheduling of these vacations the Company will meet with the Union to discuss the problem prior to finalizing the decision.

Yours truly,

T.W. Myhill,
Plant Manager

June 2, 1994

Mr. Philip Freeman,
President, Local 323T,
Bakery, Confectionery and Tobacco
Workers International Union,
Guelph, Ontario.

Dear Mr. Freeman:

Bereavement

This letter will serve to confirm the understanding reached between the Company and the Union regarding the definition of parental relationships.

Father

Mother

Step Father

Step Mother

Mother-in-Law Current spouse's father's wife

Father-in-Law Current spouse's mother's husband

Spouse Current spouse

Child Natural/Adopted

Step Child Current spouse's children

Brother Natural/Adopted/Step

Sister Natural/Adopted/Step

Son-in-Law Natural/Adopted/Step/daughter's
husband

Current spouse's Natural/Adopted/
Step/daughter's husband

Daughter-in Law	Natural/Adopted/Step/son's wife Current spouse's Natural/Adopted/ Step/son's wife
Grandparents	Your father's parents Your mother's parents
Grandchildren	Natural/Adopted children of son or daughter
Brother-in-Law	Current spouse's brother Current spouse's sister's husband Sister's current spouse
Sister-in-Law	Current spouse's sister Current spouse's brother's wife Brother's current spouse.

Yours truly,

T. W. Myhill,
Plant Manager

June 2, 1994

Mr. Philip Freeman,
President, Local 323T,
Bakery, Confectionery and Tobacco
Workers International Union,
Guelph, Ontario.

Dear Mr. Freeman:

2-10-11

Apprenticeship Training Programme

This letter will serve to confirm the discussion held on May 6th, 1982 regarding the Apprenticeship Training Programme where the Company reconfirmed its commitment to apprenticeship training in the Guelph plant.

The purpose of the programme is to provide an opportunity to some of the employees to become qualified tradesmen while at the same time to provide an additional source of skilled tradesmen to meet the Company's manpower requirements. The training of skilled tradesmen through the Apprenticeship Programme and the hiring of tradesmen from outside will continue to ensure the availability of a highly qualified workforce able to meet the technological requirements at Imperial Tobacco.

Manpower planning for future need is done annually, and in recent years the forecasted need for apprenticeship training has been based solely on the numbers of tradesmen retiring at age sixty-five. The Company agreed at this meeting, that in the future it will also take into consideration other factors

such as promotion to other occupations within the Company when determining the need for apprenticeship training. This will, in some years, provide additional apprenticeship opportunities. It was also agreed that one Apprenticeship Committee Meeting each year would be reserved for the purpose of reviewing the apprenticeship needs for the upcoming year.

The Company acknowledged the importance of the Apprenticeship Committee. It was agreed that the committee would play a more active role and would meet on a regular basis in the future. The role should include the selection of apprentices, review of the progress of apprentices while on the programme and the monitoring of the various programmes to ensure that they continue to meet government standards and current skill requirements.

Yours truly,

T.W. Myhill,
Plant Manager

June 2, 1994

Mr. Philip Freeman,
President, Local 323T,
Bakery, Confectionery and Tobacco
Workers International Union,
Guelph, Ontario.

Dear Mr. Freeman:

Subsequent to discussions held between the Company and the Union during the 1980 negotiations with respect to supervisors or employees above the rank of supervisor performing bargaining unit work, this is to confirm that it is not the Company's intention to have these people perform bargaining unit work except as expressly provided for in Clause 1.03 of this Collective Agreement.

Yours truly,

T.W. Myhill,
Plant Manager

June 2, 1994

Mr. Philip Freeman,
President, Local 323T,
Bakery, Confectionery and Tobacco
Workers International Union,
Guelph, Ontario.

Dear Mr. Freeman:

This letter will serve to confirm the wording reached in negotiations that in the event it should become necessary to lay off employees as a result of a change in production requirements, the Company and Union will meet to explore ways and means of **minimizing** the impact on those employees affected.

Yours truly,

T.W. Myhill,
Plant Manager

1995

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

1996

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3							1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31	25	26	27	28	29	24	25	26	27	28	29	30	31				

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	B	9	10	11	12	13	5	6	7	B	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	30				

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31	25	26	27	28	29	30	31	29	30								

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5						1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31	24	25	26	27	28	29	30	29	30	31						

BENEFIT PLANS

This document contains a brief summary of the various Benefit Plans which have been agreed to between the Company and the Union.

The purpose of the document is to provide general information relating to these plans, and if you wish additional information, particularly as related to a specific problem, it is suggested that you contact the Plant Personnel department.

PENSION PL 79-3
80-2

General:

Plan membership is a condition of employment and takes effect on date of hire. 81A8-04000

Employees contribute 4% of pensionable earnings. The maximum pensionable earnings for 1994 is \$72,500 and will be adjusted in 1995 by the amount necessary to cover possible pensionable earnings. Contributions cease upon attainment of 35 years credited service.

The Final Average Remuneration will not be affected by the medical demotion of an employee age 55 or older. However, if an employee below the age of 55 is required to take a demotion as a result of a permanent partial disability, he will also be able to avoid a reduction in his pensionable earnings. This can be done by contributing on the basis of his former group rate and shift allowance prior to his demotion, both of which will be adjusted by negotiated increases. 87a 65

Normal pensionable age is 65. Retirement may however be elected upon attainment of age 55 with at least two years of service with the Company.

Vesting of pension benefits is a right upon completion of two years of service with the Company. A member who leaves the Company and is not eligible or rejects the right to vest may withdraw his entitlement or make a transfer to a RRSP within constraints of applicable legislation. 88-024

Factors used to compute a pension:

- a) Final Average Remuneration (F.A.R.) - average of the last three years' salary (base pay plus shift allowance) or the best three calendar years in the last ten. However this average cannot exceed the average established over five years by more than 7%. 63A-3
- b) Credited Service - years and months of plan membership (maximum 35 years).
- c) Points - age plus credited service at retirement.
- d) Pension Factor - based upon age at retirement. 63B-200

Age	%	With Points	%
55	1.6	80+	2.0
56	1.6	80+	2.0
57	1.7	80+	2.0
58	1.8	80+	2.0
59	1.9	80+	2.0
60+	2.0	---	---

Note: Pension factor is interpolated to the nearest month

- e) Government pension - maximum Canada Pension Plan benefit (C.P.P.) on date of retirement.

Pension Calculation: (refer to above factors)

Retirement income under the plan is based upon a formula which takes government pension into account (integration).

To establish the company pension, “Gross Pension” must be calculated and reduced by the “Integration Amount” as detailed below:

$$\text{Gross Pension} = \text{Pension Factor} \times \text{F.A.R.} \times \text{Credited Service}$$

$$\text{Integrated Amount} = \frac{\text{Credited Service}}{35} \times \frac{\text{Pension Factor}}{2\%} \times \frac{\text{Government Pension}}{\text{Pension}}$$

There is however a subsidy or “bridge” in the formula to assist employees wishing to retire early. The effect of the “bridge” is that the “Gross Pension” in instances of early retirement is not reduced by the “Integration Amount” until the retiree has actually attained age 65.

Level Income Option

Early retirees may elect to receive a portion of Old Age Security benefits that will become payable at age 65. Upon attaining age 65, income from the Company plan would therefore be reduced. A full explanation of this option is presented along with actual figures at date of retirement.

Grandfathering

All credited service accrued as of July 1st, 1982 is protected under the Rules applicable at that date, but using remuneration at date of retirement.

Post-Retirement Augmentations

(Note: This is not part of the pension by-laws)

Starting in 1988, a new approach to pension adjustments was introduced. To finance these increases, the Company has established a hypothetical reserve of \$25 million external to the pension fund. All pensions will be increased annually so long as the reserve reflects a positive balance. The reserve will be deemed to earn a return or suffer a loss consistent with the performance of invested assets of the society each calendar year. It will also be increased each year end by an amount calculated to recognize -new retirees throughout the previous year. 85-1 86A-050

- The annual augmentation will be 50% of the year over year increase in inflation for the previous calendar year to a maximum of a 10% inflation (5% augmentation). B-1050
- All retirees are eligible for a pension adjustment in the year following retirement on a pro rata basis (number of months since retirement).
- For retirees below age 65, the bridge and the life portion of the pension will be increased. At age 65, the payment of the bridge will stop as well as any adjustment that it has attracted.

Once an increase is declared, payment will continue regardless of any future deficiency in the reserve.

(An Overview - By-laws, related documentation and sample calculations are available in Personnel Department)

DEATH BENEFIT - PENSION PLAN

The pension plan contains provisions for payments under various circumstances in the event of death before and after retirement.

Upon the death of an active participant:

- Providing that there is a surviving spouse, a continuing pension will be paid for life equal to the greater of:
 - (a) **50%** of accrued pension at date of death; or
 - (b) the lesser of **25%** of Final Average Remuneration, or **50%** of a pension calculated including all credited service attainable had the participant worked to age **65**.
- In the absence of a surviving spouse, a continuing pension would be paid to any dependent children in equal shares until attainment of age **21**.
- In the absence of a surviving spouse or dependent children, a payment to the estate equal to the participant's contributions and interest at date of death.

Upon death following retirement:

- The standard option provides a lifetime pension to a surviving spouse who was the spouse at date of retirement. The amount of the pension

is 60% of the retiree's pension at date of death, exclusive of payment or repayment of any elected options.

- The above option is payable to any dependent children in equal shares until attainment of age 21 in the absence of a surviving spouse, provided no alternate option was elected at retirement.
- Upon retirement, in the absence of a surviving spouse or dependent children, or if a retiree does not wish to provide a continuing pension, then an option may be elected guaranteeing that if the retiree dies prior to receiving sixty monthly pension payments, the balance of the remaining sixty payments will be paid to the estate.

(An overview - By-laws, related documentation and sample calculations are available in Personnel Department)

DENTAL PLAN

The Company dental plan covers regular full-time employees and eligible dependents after two months at work. ~~70E=999~~

Expense incurred for necessary dental care as detailed in the contract with the plan Administrator is reimbursable subject to limitations and conditions of the agreement. There is no restriction concerning the province or country where the service may be performed.

Terms of Coverage

~~70E~~/100

- Plan is 100% paid by the Company.
- Dependents: - Spouse
 - fully dependent children to age 21, or if attending college or university full-time, to age 25
 - disabled children regardless of age if disabled prior to 21
- Coverage of employee and dependents ceases at earliest of date of termination of employment or attainment of age 65.
- Services must be performed by an accredited dentist or denture therapist.
- Examinations, consultations and preventive services performed are not reimbursable at intervals of less than six months.

Insured Services

The following is a general list of insured services. Specific items reimbursable within these services are specified in the plan document.

BASIC SERVICES

Reimbursement of **100%** of insured services.

Natural Teeth:

- Examinations
- Consultations
- Specific diagnostic procedures
- Diagnostic X-Rays
- Scaling and polishing
- Fluoride treatments
- Fillings
- Extractions
- Anaesthesia Services
- Periodontal Services (treatment of gum diseases)
- **Endodontic** Services (root canal treatment)
- Specific surgical services

Prosthetic Care:

- Denture repairs and relines

Major Restorative Services (crowns and bridges)

Reimbursement of **50%** of insured services.

ORTHODONTIC SERVICES

Reimbursement of **50%** of insured services.

DENTURES

Reimbursement of **50%** of insured services, limited to **\$500** per **5-year** period per individual. New or replacement partial or complete dentures are covered once every 5 years.

NOTE:

- Reimbursement of insured services is limited to the specified Dental Association Fee Schedule of province of residence. Eligible expenses will be reimbursed according to the previous year's Fee Schedule.
- Reimbursement is restricted to expenses not claimable under other plans.
- Eligible dependents of an early retiree must have been dependent at date of retirement.

This is an overview of the plan.

MEDICAL ASSISTANCE PLAN

The Company health services plan, along with provincial hospital and medical programs affords excellent financial protection against most expenses incurred due to health problems.

Reimbursement of eligible expenses in all cases is limited to reasonable and customary charges incurred for items prescribed by a physician or, in the case of drugs, by a physician or a dentist, and dispensed by a registered pharmacist or physician.

Terms of Coverage

- Plan is 100% paid by the Company.
- Regular full-time employees and their eligible dependents are covered after two months at work.
- Retirees and their eligible dependents are covered for the lifetime of the retiree.
- Dependents: - Spouse
- fully dependent children to **age 21**, or if attending college or university full-time to **age 25**
- disabled children regardless of age if disabled prior to **21**.
- Coverage ceases upon termination prior to normal pensionable age unless early retirement is elected under terms of the **Imasco** Pension Plan.

Supplementary Hospital Benefits 70J-100

- a) The difference between a ward and semi-private or private hospital accommodation.
- b) This differential includes a convalescent hospital following confinement in a regular hospital as a bed patient for at least three days, if confinement is for convalescence and is prescribed by a physician. **Maximum coverage: 120 days.**

Drug Benefit 76G-1

For treatment or control of an illness or injury,

- a) Drugs, including oral contraceptives. 70F-100
- b) Needles, syringes and diagnostic aids for the treatment of diabetes.

Examples of ineligible items: Experimental drugs, vitamins available without prescription, and products which in the opinion of the insurance company administering the plan are household remedies.

Vision Care / 70G-100

Reasonable and customary charges for prescribed lenses, frames and contact lenses to a maximum of \$250 per individual during a period of 24 months.

Supplementary Health Care Benefits

- a) Services of a Registered Nurse or Registered Nursing Assistant prescribed by a physician, at home - up to \$12,000 per patient per year.

70K-100

- b) Artificial limbs or eyes.
- c) Professional ambulance service.
- d) Rental or purchase of wheelchairs and similar items approved by the Administrator.
- e) Specified services provided by a dental surgeon as a result of an accident to natural teeth.
- f) Services of a physiotherapist.
- g) Chiropractic services, after exhausting **O.H.I.P.** coverage, maximum: **\$25** per visit, **\$25** for **X-Rays** per individual up to the difference between **\$350** and **O.H.I.P.** coverage per calendar year.
- h) Services of a psychologist of up to **\$35** for the first visit and **\$20** per hour for each subsequent visit, limited to **\$200** in a calendar year.
- i) Services of a massage therapist of up to **\$25** per visit for a maximum of **\$250** per person per calendar year.
- j) Other miscellaneous items detailed in the contract or recommended by the Administrator of the plan.
- k) Expenses incurred outside province of residence in excess of provincial **Medicare** coverage are reimbursable provided that,
 - i) Claimant is covered under a provincial **Medicare** program;
 - ii) Expense is for emergency treatment of an illness or injury incurred while travelling;

- iii) Reimbursement is permitted under laws of Province of residence.

Modifications: (effective 01/01/95)

- The protection under **f), g), h)** and **i)** will be replaced by:

Each of the following practitioners are covered at **\$25** per visit to a maximum of **\$500** per patient per calendar year:

- . Chiropractor
- . Acupuncturist
- . Podiatrist
- . Osteopath

and if prescribed by a physician

- . Psychologist
- . Physiotherapist
- . Massage therapist

- The protection under **k)** is increased by:

iv) An emergency and travel assistance benefit available under a **24-hour helpline** number

- A survivors protection is added on a contributory basis and covering:
 - . Supplementary Hospital Benefits at semi-private accommodation
 - . Drug benefit (no direct payment card)
 - . Supplementary Health Care without **out-of-country** protection

NOTE:

- Reimbursement is restricted to expenses not claimable under other plans.
- Hospital deterrent fees and differential billing charges are not reimbursable items.
- Eligible dependents of a retiree must have been dependent at date of retirement.

This is an overview of the plan.

WEEKLY INDEMNITY PLAN

(W.I.P.)

70B-999

As a regular full-time employee, you are protected by this benefit after completing two months actively at work. The plan is designed to ensure that an employee ~~receives 75% of~~ regular base wage during qualifying periods of short-term disability in accordance with the schedule presented below.

74-075995

Company Service

Benefit Duration

Less than 10 years

26 weeks

10 or more years

52 weeks

Duration of entitlement is governed by Company service on the first day away from work. Entitlement is reduced by any day for which W.I.P. was paid in the preceding 12 months.

Benefit payments are adjusted in the event of a change in base wage agreed during the absence.

Reduction of W.I.P.

The benefit will be reduced by:

- Other company or government disability payments, excluding dependent's allowances;
- The amount of a government benefit which, in the opinion of the Administrator, would be payable if applied for. If an application has been submitted by the employee, as requested by the Administrator, no reduction of benefits will be imposed until payment is received by the employee, at which time a reduction would

be imposed and the employee would reimburse the Administrator for the retroactive portion of the Government benefit received.

Waiting Period

- Benefits are payable from the first day if the disability is the direct result of an accident, provided a physician has been seen.
- Payment is made from the first day if on that day the employee is hospitalized for surgery as an out-patient, or on an overnight basis as a result of sickness.
- In the event of the **re-occurrence** of a disability within **14** days of return to work, the waiting period is waived.
- Where the claimant requires a series of repetitive disabling treatments that make him unable to work that day, the waiting period is waived.
- In the case of an illness, payments commence the later of the **4th** day or when seen by a physician.

In the event that a physician is not available, the benefit payments for a maximum disability of 7 days may be made on proof of a telephone conversation, as long as the consultation occurred within the first three days of illness. In such cases, should the disability continue beyond 7 days, disability payments will also continue, provided that a physician is seen before the **8th** day of disability.

Definition of Disability

Disability means that an employee is unable to work by reason of illness or injury.

Exclusions

- Injuries or illness sustained while engaged in employment for wage or profit other than for Imperial Tobacco will not qualify for payment of this benefit.
- Absences in excess of one week, while under the care of a dentist or oral surgeon, and not of a physician.
- A benefit is not payable for the duration of a formal maternity leave.

Special Extension of Benefits

- For employees with less than **10** years of service, if the maximum benefit period has been exhausted and the employee returns to work, a special benefit is payable for a maximum period of **15** weeks in an amount equal to **66-2/3%** of basic weekly wage, subject to the following conditions:
 - a) In the case of an unrelated disability, following completion of one month of work.
 - b) In the case of a related disability, following completion of three months of work.

75-065999 7
700-99

LONG-TERM DISABILITY PLAN

Regular full-time employees qualify for coverage after completion of two months actively at work.

The benefit is payable upon expiration of Weekly Indemnity Benefit and of any accrued vacation entitlement. The Plan assures 65% of salary or base wage for the duration of a **recognized** disability until attainment of normal retirement age (65). Furthermore, for new recipients on or after July 1977, payments are adjusted annually (since 1980) in line with negotiated wage increases and effective on the date of such increases. Payment is made on a monthly basis. Credited service for members of the pension **plan accrues** during periods of disability until age 65, although employees' contributions are waived.

Upon reaching age 65, the disability benefit ceases, and providing an employee is a member of the Company pension plan, pension payments commence. The pension payable is calculated according to the formula in effect at that date. Final average remuneration and the integration amount (Government pension offset) are established as outlined below.

Final Average Remuneration and Integration Amount

Pensionable earnings are not influenced by adjustments to disability payments; they are assumed to continue at the same level as regular pensionable

earnings immediately preceding the onset of the disability. An exception to this is that, commencing January 1st, 1982, whenever a pension increase is declared, the assumed earnings of **LTD** recipients for purposes of establishing final average remuneration, are deemed to increase by the same percentage and on the effective date of the increase.

The amount of Government pension to be used in establishing Company pension at age **65** will be the maximum Government pension at the date **LTD** benefits began, increased in the identical manner as pensionable earnings as described in the preceding paragraph.

Qualifications

- **This** benefit is payable to qualifying recipients at the end of the expiration period, providing that proof of claim satisfactory to the Administrator of the Plan has been submitted as directed.
- In order to receive this benefit, a participating employee must be judged to be totally disabled and unable to work because of illness or injury.
- There are also certain disabilities that would not qualify for benefits. These are **itemized** in the **LTD** administrative contract which is **available** in the Personnel Department. One such non-qualifying situation that should be noted in

particular is a disability sustained while engaging in any occupation or employment other than for Imperial Tobacco.

Reduction of Monthly Disability Benefit

Monthly benefits will be reduced by:

- Any Government disability or Workers' Compensation payment, excluding dependents allowance.
- The amount of any Government benefits which in the opinion of the Administrator would be payable if applied for, unless proof is provided that applications have been declined.
- 50% of income received from any agreed rehabilitation program.

This is an overview of the plan.

Access to the plan document will be available to all employees upon request.

GROUP LIFE INSURANCE

Basic Coverage

Basic group life insurance takes effect on the first day worked following two months regular full-time employment.

Insurance is payable to a named beneficiary, or to your estate.

The premium is paid by the Company and the level of coverage is indicated hereunder:

An active employee's coverage is \$20,000

As a retiree, you will remain insured as indicated below:

- Your level of protection before retirement will be maintained until age 66.
- Starting at age 66, for a period of five years, your protection will reduce each year by an amount equal to 10% of your protection at time of your retirement.

Should you leave the Company at any time before retirement, insurance ceases after 31 days. During that time, you may convert all or part of your life insurance to an individual policy at the normal rate charged by the insurance company, even if a physical impairment is detected when you apply for such coverage.

Additional Voluntary Coverage

You may purchase additional coverage upon completion of two months regular full-time employment, subject to the following terms and conditions:-

It is not necessary to pass a medical examination, provided that a signed application is completed within two months of date of employment.

If you wish to purchase insurance after expiration of the previous conditions, you must provide satisfactory evidence to the Underwriter of your **insurability**.

- Insurance ceases after **31** days following termination of employment, a voluntary decision to cancel coverage, or retirement.
- The policy may be converted within **31** days of termination of employment in the same manner as outlined for basic group life insurance.

There are three separate amounts of coverage available:

- A **\$20,000** coverage where the employees pay **75%** of the premium cost by weekly payroll deduction.
- A **\$40,000** coverage where the employees pay the full premium cost by weekly payroll deduction.

- A **\$5,000/\$2,000** spouse/dependent coverage where the employees pay the full premium cost by weekly payroll deduction. I

A spouse is defined as someone to whom you are legally married or the person of the opposite sex with whom you have been living with for at least three years.

An eligible dependent is defined as an unmarried child to age **21** of a member or their spouse. A child who is physically or mentally incapable of self support and became incapable to that extent before reaching **21** is included.

ACCIDENTAL DEATH & DISMEMBERMENT (AD & D) 76C-1

Regular full-time employees are covered by this insurance after completion of two months at work.

If death should occur within 365 days from injuries suffered in an accident, whether on or off the job, your beneficiary will receive an additional AD & D benefit equal to your Basic Group Life Insurance.

For example, assuming that your Basic Group Life Insurance is at the maximum of \$20,000, this policy provides additional and equal coverage.

For total and irrecoverable loss or use of the following as a direct result and within 365 days of an accident:

Loss	Insurance payable
a) both hands or feet or one of each or sight of both eyes	100% of AD & D
b) one arm at or above elbow or one leg at or above knee	75%
c) a hand, foot or sight of an eye	66 2/3%
d) thumb and index finger of either hand at or above metacarpophalangeal joints	33 1/3%
e) hearing or speech	50%
f) hearing (one ear)	25%

This insurance ceases upon termination of employment or retirement.

SUPPLEMENTAL WORKERS' 76B-1 COMPENSATION ALLOWANCE

Employees who have qualified to receive compensation under a Workers' Compensation Act will be paid by the Company, retroactively to the first day of absence, a Supplemental Workers' Compensation Allowance equal to the difference between their basic net pay and such compensation for the duration of the absence, provided it does not exceed the following periods:

- 12 weeks for those having 2 months but less than 1 year of service;
- 26 weeks for those having 1 year but less than 5 years of service;
- 52 weeks for those having 5 years but less than 10 years of service;
- 104 weeks for those having 10 years or more of service.

NOTE:

WORKERS' COMPENSATION

There is a provision to furnish an advance payment cheque to employees who wish to cover the period to the initial Workers' Compensation cheque. This advance payment will be repaid to the Company.

PLACEMENT OF PRODUCTION MECHANICS

The parties agree with the following procedure regarding the transfer and placement of Production Mechanics.

SECTION I

The areas requiring the services of the Production Mechanic are termed “Assignment Areas” and are as follows:

1. Wad Department
2. Focke Slide/Shell Module
3. Primary/Lift Truck Department
4. Case Sealer Department
5. Preventive or Scheduled Maintenance

Note: The “Machinery Repairman Fitter” and “Machinist Mechanic” are not assignment areas but are distinct separate jobs which have their own job description and classification.

The “Machinist Mechanic” is basically a “holding” or “feeder” position for graduate apprentices or new hires waiting to sign a job posting in one of the above assignment areas.

The “Machinery Repairman Fitter” category on the other hand provides a “core group” in the Machine Shop and report only to the Machine Shop Foreman (i.e. not a backup). It should be noted, however, that the following paragraphs, where applicable do apply to this category as well.

SECTION II

(a) Openings in the aforementioned areas will be posted and the shift indicated. Any assignment opening will be filled on the basis of trade seniority, provided the applicant has worked at least 18 months in his present assignment area, except as indicated in II (b), II (c) and II (d).

This time shall start when the applicant starts his training.

- (b)** There is no time restriction for lateral moves to sign a poster. A lateral move is a move from one shift to another in the same assignment area.
- (c)** When a Production Mechanic has previously completed 18 months in an assignment area and he returns to that area the 18 months “lock-in” will be reduced to 6 months.
- (d)** The 18 months or 6 months “lock-in” does not apply to applicants for day job or promotional postings.

SECTION III

Any tradesman who has signed a poster or who has been “forced” into a job is allowed to sign other posters until such time that his training has started. If production requirements change resulting in reduced manning requirements in an assignment area, postings for that area will be retracted for individual(s) who has (have) not started training in that area.

Backup is a posted position. Backup will be a posted job for a duration of 1 year after which it will automatically be **reposted**. Eligibility is based on seniority within that assignment area and shift with 12 months experience from completion of formal training. If the posting is unsigned the junior eligible Mechanic on that job on that shift will be forced.

Posted backup areas:

1. Focke Slide/Shell
2. Case Sealer
3. Wad Department

Note: 12 months experience on the job starts at completion of formal training. Any backup Mechanic who has been away from his preceding area less than 4 years may be temporarily transferred to other areas.

SECTION IV

Temporary transfer will not be considered for a Mechanic who has been out of the assignment area 4 years or more.

When using temporary transfer, backup areas will be considered first. If no backup is available then volunteers will be canvassed from other assignment areas.

In the event there are no volunteers, the junior Mechanic for whom backup is available will be forced.

SECTION V

Job Elimination - Production Mechanics

If a job is eliminated or a reduction in manning is required, then trade seniority of all tradesmen in that assignment area on all shifts shall apply.

On leaving the assignment area the Production Mechanic will be placed:

- (a) In his previous assignment areas in reverse chronological order, if an opening exists, and if trained on that type of equipment. If the opening exists on 'C' shift, the individual then has a choice at taking job on 'C' shift or going to next step (see example below).
- (b) If no opening is available, or not previously trained on that type of equipment, the Production Mechanic will be placed in the Machine Shop "Feeder Group" with no loss of rate.

Note: Machine Shop "Feeder Group" is deemed a holding area on steady days unless mutually agreed otherwise and is not considered an assignment area.

e.g. Mechanic started on job (a), moved to job (b) from where he moved to job (c). If his job (c) is eliminated, he will move back to job (b) if an opening exists, if not, he will go to job (a) if an opening exists there: If no opening exists in previously trained area, V (b) applies.

- (c) In the event that a 'C' Mechanic is forced into the Feeder Group as a result of the job elimination procedure, he will be eligible for 'C' shift Christmas shutdown if he physically arrives in the aforementioned group on or after November 1st.

If it becomes necessary to run extra production equipment in an assignment area where Mechanics have been eliminated the matter will be subject to prior discussion between the Company and Union.

SECTION VI

When 'A' or 'B' shift postings are unsigned the most junior Mechanic in the "Feeder Group" will be forced.

SECTION VII

- (a) When 'C' shift job postings are unsigned trade seniority shall apply. i.e. The most junior Machinist in the plant who is not already on 'C' shift will be forced.

(b) Shift Balancing 'C' to 'A' or 'B' Shift

e.g. 'A' shift - 4 Mechanics

'B' shift - 5 Mechanics

'C' shift - 6 Mechanics

Requirement: 5 Mechanics/shift

Poll all Mechanics on 'C' shift. by seniority.

If no Mechanic on 'C' shift wants the 'A' shift position, the most junior Mechanic in the surplus assignment area on 'C' is forced. No further moves are necessary.

If a 'C' shift Mechanic, during polling, takes the 'A' shift position his job is offered, by seniority, to 'C' shift Mechanics in the surplus assignment area. If no one wants this 'C' shift vacancy, the most junior Mechanic in the surplus assignment area is forced.

For 'C' shift Mechanics who are absent at time of polling, article 11.23 in collective agreement shall apply.

Rate of Pay

If a Mechanic voluntarily accepts a job with a lower rate of pay, he will be paid the lower rate when transferred.

If a Mechanic is forced to a job with a lower rate of pay, his higher rate of pay will be protected until he refuses a job equal to, or higher than, his protected rate of pay.

6/18 Month Freeze

The 6 or 18 month freeze is waived if a Mechanic moves to another assignment area. Otherwise, normal procedures apply as mentioned in Section II (a), (b), (c), (d).

SECTION VIII

Experimental Work

Definition: In this context “experimental work” shall be announced by the Company and may be:

1. Work which is not normally performed.
2. Work on equipment which is to be purchased, evaluated and/or modified to a major degree.
3. Work which may require special training either in-house or outside.

Openings that occur on an experimental basis will be announced and described by the Company (**bulletin** board) and those persons interested in filling these openings (on a temporary basis) will advise their Foreman in writing, on forms provided, within 5 days.

Candidates will be chosen by a committee consisting of:

Personnel Manager,
Production Manager,
Plant Engineer,

based on:

Experience (overall ability).

Attendance.

General attitude.

Ability to communicate and pass on information.

Availability.

Candidates will be advised of final decision. Upon completion of experimental work and equipment is scheduled for production, permanent jobs if required will be posted and vacancies filled as usual.

Persons who have performed “experimental work” will be eligible to sign permanent posters for the job on which **they** worked on an experimental basis.

SECTION IX

Production Mechanics Focke Slide & Shell ‘C’ Shift Relief

- (a) The programme is designed for a relief period of three **(3)** months.
- (b) Only ‘C’ shift **Focke** Slide/Shell Production Mechanics who have completed “on the job training” are eligible for this programme.
- (c) All ‘C’ shift **Focke** Slide/Shell Production Mechanics will be listed in order of seniority, including those designated as ‘C’ Shift Relief Mechanics.
- (d) Posting for each period will occur on the first day of the start of the previous period. Posters will be displayed for a four **(4)** week period. A formal withdrawal form must be submitted to nullify a signature. Once the poster is removed, successful applicants are committed to the specific time period.

- (e) Applicants will be chose in order of seniority, on a rotational basis. Eligibility for each period will begin with the next most junior Mechanic to the most junior successful applicant on the previous posting. In the event sufficient numbers of 'C' shift **Focke** Slide/Shell Production Mechanics are not interested in moving to 'A' or 'B' shift, 'C' Shift Relief Mechanics will be required to go on a rotational basis. Shutdown vacation must be taken with the shift the Mechanic is scheduled to work during that relief period.
- (f) In the **Focke** Slide/Shell assignment area a maximum of three (3) Mechanics are allowed vacation in any one week during the year, except for plant shutdowns. One (1) 'C' Shift Relief Mechanic is also allowed vacation in any one week during the year, except for plant shutdowns.
- (g) If a 'C' Shift Mechanic on the relief programme on 'A' or 'B' shift has vacation scheduled for a week when the maximum three (3) Mechanics are already scheduled, this Mechanic will be replaced by his designated 'C' Shift Relief Mechanic. (For the portion of his vacation that exceeds the allowable maximum.)
- (h) Switching with other Mechanics, in the assignment area is not allowed.

- (i) Mechanics on the programme who enter training during the three (3) month period will maintain the 'A' or 'B' shift premium until the three (3) month period ends, then, the shift premium appropriate for the job they are being trained for will apply. A Mechanic on relief, who is removed for training will not be replaced by another 'C' shift Mechanic.
- (j) The existing shift exchange programme for Production Mechanics is not affected by this programme.

PRODUCTION MECHANICS SELECTION FOR OVERTIME PROCEDURES

1. Anyone on Union, Credit Union or Company/Union business will not be charged for overtime refusals. This does not include social functions or private business.
2. When asking for overtime, the Mechanic with the lowest recorded totals of overtime hours in each assignment area will be asked first. In the case of two Mechanics having the same recorded hours of overtime, seniority will apply.

However, if it becomes necessary to run extra production equipment in an assignment area where Mechanics have been eliminated the matter will be subject to prior discussion between the Company and Union.

If the determination is made that it is necessary to work overtime to run this equipment each case will be discussed on its own merits with a view of distributing this overtime among as many qualified Mechanics as possible.

3. When requesting overtime in an assignment area for more than one day and shift the most senior Mechanic with the lowest number of hours will be given his choice of day and/or shift.
4. When a request is made for overtime 8 hours **between** shifts will be considered sufficient time if overtime is refused, or accepted, Mechanic will be charged.
5. No more than 8 overtime hours (15 regular hours) will be charged to a man in any 24 hours period during regularly scheduled work week.
6. In cases of last minute overtime and 8 hour (15 regular hours) difference in total overtime hours will be allowed so that a Mechanic from presently working shift can be held over.
7. A Mechanic will not be charged for refusing overtime when he is phoned:
8. Vacation period starts at the end of regular shift. Mechanics on vacation will only be eligible for overtime when all others in the assignment area on all shifts and those on any shift who worked in the assignment area within the last 4 years have refused. A Mechanic on vacation will not be charged for refusal.

9. Overtime coverage will not be requested any more than one week in advance of present scheduled work week. The only exception to this is plant shutdowns.
10. Overtime cannot be switched with a man on another shift.
11. Following approval from Mechanical Foreperson, switching of equal hours of overtime can be done on your own shift on scheduled hours only, within the same week.
12. When a Mechanic refuses or accepts production overtime for his own shift and is still low in hours, he will be charged again if he is asked to work on another shift a maximum of 16 overtime hours (31 regular hours).
13. When a Mechanic is requested to work weekend maintenance overtime and refuses, he will be charged the least number of scheduled hours worked or no more than 8 hours.
14. When a Mechanic starts his final follow-up, the overtime hours from his previous assignment area will be transferred to his new assignment area and shift.
15. Work day start-up is 8 hours to be taken by the low man. (Intent same basic 'C' as 'A' and 'B').
16. Friday afternoon production replacement overtime, 11:30 A.M. - 3:30 P.M. to be handled by the shift presently working days.

17. When the spread of overtime hours (a) between shifts or (b) between Mechanics within a shift is greater than 30 hours, the low shift or Mechanic will be offered double shifts of overtime, when available, to catch up (8 hours regular, 15 hours overtime).

The Mechanic will be charged for each successive available shift until he elects to work one shift, for which he will be charged. He will not be charged for the next successive shift if he declines to work it, but will be charged subsequent successive shifts until he elects to work again.

18. When asking for selective overtime, the Mechanic in the assignment area with the lowest recorded totals of overtime hours, regardless of shift will be asked first.

Mechanics with lowest recorded totals of overtime hours must work his own shift first, if available.

MECHANIC OVERTIME WITH TRAINING

1A.

Maintenance or Replacement Overtime While on Operational & Formal Training

This man's overtime will be maintained with previous shift and assignment area. This man will be eligible for overtime on any shift except the shift placed on for training, to maintain hours with group.

1B.

Production Overtime While on Operational & Formal Training

Previous assignment area. Only upon failure to obtain required amount of men (regular) all shifts. This man will do overtime that the regular men in the assignment area are not able or willing to make up the full complement required. This man will be asked prior to men in assignment area on other shift only if he is low man in overall hours.

e.g. Man in training from 'A' shift **Focke Slide/Shell**

'A' shift **Focke Slide/Shell** Avg. **50** hours.

'B' shift **Focke Slide/Shell** Avg. **60** hours and overtime.

Scheduled Saturday and 1 man short.

'C' shift **Focke Slide/Shell** Avg. **60** hours.

Man in training is asked prior to men in other shifts if he is absolutely the lowest in hours.

1C.

Selected Overtime

Previous assignment area. Only upon failure to obtain required amount of men (regular) all shifts.

This man will do overtime that the regular men in the assignment area are not able or willing to make up the full complement required. This man will be asked prior to men in assignment area on other shifts **only** if he is low man in overall hours.

e.g. Man in training from 'A' shift **Focke Slide/Shell**.

'A' shift **Focke Slide/Shell** Avg. **50** hours.

'B' shift **Focke Slide/Shell** Avg. **60** hours and overtime.

Scheduled Saturday and 1 man short.

'C' shift **Focke Slide/Shell** Avg. **60** hours.

Man in training is asked prior to men in other shifts if he is absolutely the lowest in hours.

2A.

Maintenance Overtime While on Follow-Up Training

In the new assignment area will be eligible for maintenance overtime on the machinery upon which formal training has been completed.

Will work in conjunction with regular man (conditional) upon the nature of the task.

2B.

Replacement Overtime While on Follow-Up Training

Not eligible.

This man is not eligible on basis of inexperience to replace in new assignment area.

This man may in case of emergency, be asked to replace a man in his previous assignment area on condition all others were exhausted or asked.

2C. Production Overtime While on Follow-Up Training

New assignment area.

Will work in conjunction with regular man. This man will be asked to work in conjunction with Machinist he has been assigned to, on his own shift.

2D. Selected Overtime

Same as 2B above.