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EFF.	96	09	12
TERM.	99	04	14
No. OF EMPLOYEES	633		
NOMBRE D'EMPLOYÉS	AA		

**AGREEMENT**

**BETWEEN**

**IMPERIAL TOBACCO**

**DIVISION OF IMASCO LIMITED**

**AND**

**BAKERY CONFECTIONERY AND TOBACCO WORKERS INTERNATIONAL UNION**

**LOCAL 373T**

Effective on the *12th of Sept 1996*

JAN 14 1997

THIS AGREEMENT entered into on the *12<sup>th</sup> of Sept. 1996*

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 voluntary 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. "EMPLOYEES" DEFINED (Cont'd)

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 All references to employees in this agreement include both male and female and wherever the male gender is used, it shall be construed to include male and female employees.

1.04  $\frac{3}{1}$  Supervisors or employees 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:

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.

$\frac{34}{36}$  ✓  
 $\frac{36}{20 \text{ minutes}}$  ✓  
all employees

**2. HOURS OF WORK (Cont'd)**

**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.**

**Nigh 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. HOURS OF WORK (Cont'd)**

### **2.04 REPORT IN**

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.

## **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,**

**3. OVERTIME** (Cont'd)

(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.

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. OVERTIME (Cont'd)

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:

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Victoria Day (May 20, 1996),  
Canada Day (July 1, 1996),  
August Civic Holiday (August 5, 1996),  
Labour Day (September 2, 1996),  
Thanksgiving Day (October 14, 1996),  
February 10, 1997,  
Easter Holiday (see Appendix "E" page 58).

Christmas Shutdown (December 23, 1996 to January 3, 1997),  
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 19, 1997),  
Canada Day (June 30, 1997),  
August Civic Holiday (August 4, 1997),  
Labour Day (September 1, 1997),  
Thanksgiving Day (October 13, 1997),

**HOLIDAYS** (Cont'd)

**February 9, 1998**

**Easter Holiday (see Appendix "E" page 58).**

**Christmas Shutdown (December 22, 1997 to January 2, 1998),  
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.**

**During the third year of this Agreement, holidays shall be:**

**Victoria Day (May 18, 1998),**

**Canada Day (June 29, 1998),**

**August Civic Holiday (August 3, 1998),**

**Labour Day, (September 7, 1998),**

**Thanksgiving Day (October 12, 1998),**

**February 15, 1999**

**Easter Holiday (see Appendix "E" page 58).**

**Christmas Shutdown (December 21, 1998 to January 1, 1999),  
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.**



**HOLIDAYS** (Cont'd)

**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. HOLIDAYS (Cont'd)**

- 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:
- (1)** Employee, or employee accompanied by his Shop Steward or a member of the Grievance Committee, or Shop Steward with the Supervisor or Foreman.
  - (11)** Employee, or employee accompanied by his Shop Steward or a member of the Grievance Committee, or Shop Steward with the Foreman and Superintendent.

## **5. GRIEVANCE PROCEDURE (Cont'd)**

**(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. GRIEVANCE (Cont'd)**

- 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. GRIEVANCE PROCEDURE (Cont'd)**

- 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. ARBITRATION (Cont'd)**

- 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.
- 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. DISCIPLINARY PROCEDURE (Cont'd)**

- 7.06** Prior to an entry being placed in an employee's Personnel Record, it must be initialed by the employee or in the case of refusal by a Union representative.
- 7.07** Within 5 days of the Company and the Union making all facts of the case available to each other, the employee and the Union will be advised of the discipline.

## **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.
- 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.



**8. ABSENCE FROM WORK (Cont'd)**

**8.05** Parents, as defined in the Employment Standards Act, are entitled to unpaid parental leave to care for newborn or newly adopted children.

**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.**

**(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.**

**(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).**

**9. TRANSFERS** (Cont'd)

**( C ) R E D**

- (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.
  
- (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. TRANSFERS** (Cont'd)

**9.02**      **TEMPORARY TRANSFERS**

( A )   T E M P O R A R Y

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.

**9. TRANSFERS** (Cont'd)

- (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**

- (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. TRANSFERS (Cont'd)**

**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. UNION EXECUTIVE OFFICERS, SHOP STEWARDS AND COMMITTEE MEMBERS**

(Cont'd)

**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 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.

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.

**11. SENIORITY (Cont'd)**

- (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. SENIORITY** (Cont'd)

- 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.
- 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. SENIORITY** (Cont'd)

- 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.
- 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**
- 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 remaining 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.

11. SENIORITY (Cont'd)

JOB VACANCIES AND POSTING PROCEDURE

- 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.
- 1.21 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.

**SENIORITY (Cont'd)**

- 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 C o m b -
- (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. - - -
  - (c) All employees with the following service on or before December 31 of the current year, shall be granted vacation as set out below:
    - 3 years - 3 weeks
    - 10 years - 4 weeks
    - 15 years - 5 weeks
    - 20 years - 6 weeks
    - 25 years - 7 weeks

**VACATIONS (Cont'd)**

**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. VACATIONS (Cont'd)

### 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 three (3) years of accumulated service;

6%, if three (3) years but less than ten (10) years of accumulated service;

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.

**13. VACATIONS** (Cont'd)

- (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 Returning 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 1 st of the preceding year.

**13. WAGES**

- 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. WAGES** (Cont'd)

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**

(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.

(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.



### **33. WAGES (Cont'd)**

#### **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. JOB EVALUATION (Cont'd)**

**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.

**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.

**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**

**19.01,**  
J 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. CHECK-OFF OF UNION DUES (Cont'd)**

- 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**

- 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. BEREAVEMENT LEAVE (Cont'd)**

- 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;
  2. Training for technological changes;
  3. Training for up-grading;
  4. Educational assistance to increase formal education.

**77 EMPLOYEE TRAINING PROGRAMME** (Cont'd)

**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 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.

**74 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.

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.

**75 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.

## 25. HIRING PREFERENCE IN OTHER PLANTS OF THE COMPANY (Cont'd)

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

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.



**76. TECHNOLOGICAL CHANGE** (Cont'd)

JOINT COMMITTEE

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

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,

**26. TECHNOLOGICAL CHANGE (Cont'd)**

- 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.

**26 TECHNOLOGICAL CHANGE** (Cont'd)

**PRIOR NOTICE**

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.

**77. TRADES** (Cont'd)

**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) 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.

**27. TRADES (Cont'd)**

- V) **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.**

**27. TRADES** (Cont'd)

- (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. TRADES (Cont'd)**

- 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.

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 wages 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, 1999, 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.

**37. 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 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  
*12th of Sept 1996*

IN THE PRESENCE OF:

*Lloyd M. J. [Signature]*

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: *[Signature]*

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

*Seán Kelly*

By: *Philip Freeman*

*Thomas Belleck*

*Eddie Dewing.*

*[Signature]*

*[Signature]*

*Rodney Duchesne*

*[Signature]*

*Claude Stacey*

APPENDIX B

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the *12th of Sept. 1996* and expiring on April 14, 1999.

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;

Shay M. [Signature]

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By:

[Signature]

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION, LOCAL 3737:

Sean Kelly

By:

Philip Freeman

Thomas Belluck

Eddie Dowling.

[Signature]

Rodney Duchene

Pat Rodgers

Bruce Stecker

APPENDIX "C"

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the *12<sup>th</sup> of Sept. 1996* and expiring on April 14, 1999.

MEMORANDUM OF AGREEMENT  
BETWEEN  
IMPERIAL TOBACCO  
DIVISION OF IMASCO LIMITED  
AND  
BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION  
LOCAL 373T  
  
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 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 supersede 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 Plant Human Resources Managers from each plant, representatives from the Industrial Relations Division and the Vice-Presidents of Human Resources and Operations.

**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

Lloyd M. St...

By: Tommy Hill

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION, LOCAL 373T

Sean Kelly

By: Philip Freeman

Thomas Belleck

Eddie Dewing

Tim

Rodney Duchesne

Rex Davidson

Bruce Starkey

APPENDIX "D"

This memorandum forms part of the Collective Agreement signed between the Comp  
and the Union on the *12<sup>th</sup> of Sept. 1996* and expiring on April 14, 1

MEMORANDUM OF AGREEMENT  
BETWEEN  
IMPERIAL TOBACCO  
DIVISION OF IMASCO LIMITED  
AND  
BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION  
LOCAL 373T  
  
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 Human Resources 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:

Wayne M. Jones

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By:

Wayne M. Jones

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION, LOCAL 373T

Sean Kelly

By:

Philip F. Keenan

Thomas Belbeck

Eddie Dewey

[Signature]

2 King

Rodney Dubeau

Ron Madigan

Bruce Stekey

APPENDIX "E"

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the *12<sup>th</sup> of Sept. 1996* and expiring on April 14, 1999.

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

This is to confirm that the parties agree to displace Easter Monday (March 31, 1997 in the first year of the Collective Agreement, and April 13, 1998 in the second year of the Collective Agreement, and April 5, 1999 in the third 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, March 30, 1997 to 8:00 A.M. Monday, March 31, 1997 in the first year of the Collective Agreement, and from 11:00 P.M. Sunday, April 12, 1998 to 8:00 A.M. Monday, April 13, 1998 in the second year of the Collective Agreement, and from 11:00 P.M. Sunday, April 4, 1999 to 8:00 A.M. Monday, April 5, 1999 in the third 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 shutdown 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.

2 n d - 3:30 P.M. to 11:30 P.M.

IN THE PRESENCE OF:

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

Lloyd Hester

By: [Signature]

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

Sean Kelly

By: Philip Freeman

Thomas Belluck

Eddie Dering

[Signature]

Chris

Rodney Duchan

Ron Carson

Bruce Stekey

APPENDIX "E"

This memorandum forms part of the Collective Agreement signed between the Company and the Union on the *12<sup>th</sup> of Sept. 1996* and expiring on April 14, 1999

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:

*[Handwritten Signature]*

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: *[Handwritten Signature]*

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION LOCAL 323T

*[Handwritten Signature]*

By: *[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

APPENDIX G

This memorandum forms part of the Collective Agreement signed between the company and the Union on the *12<sup>th</sup> of Sept. 1996* and expiring on April 14, 1999.

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.

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:

Shay M. [Signature]

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: [Signature]

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

Sean Kelly

BY Philip Freeman

Thomas Belbeck

Eddie Dewing.

[Signature]

[Signature]

Rodney Duchesne

Ron [Signature]

Bruce Stokely

50A ✓  
1

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 1</u>		\$23.75
<u>GROUP 2</u>		24.02 Base
General Help	Making & Packing	
<u>GROUP 3</u>		24.40
<u>GROUP 4</u>		24.67
<u>GROUP 5</u>		25.01
Hand Case Filler and Code Dater	Making & Packing	
<u>GROUP 6</u>		25.30
Cleaner - A/B/C Cleaner - Days	Maintenance Maintenance	
<u>GROUP 7</u>		25.65
Cleaner Brushes	Making & Packing	
<u>GROUP 8</u>		25.97
Searcher - Primary	Primary	
<u>GROUP 9</u>		26.36
Project Monitor Sample Collector - Primary	Plant Personnel Quality Services	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 10</u>		\$26.61
Cleaner Conditioning Equipment Dilution/Sample Collector	Primary Making & Packing	
<u>GROUP 11</u>		27.03
Inspector - Cigarettes & Packages Primary Case Handler Hogshead Dismantler & Case Handler	Quality Services Primary Primary	
<u>GROUP 12</u>		27.37
Waste Collector Waste Porter Cleaner - Air Conditioning General Help Porter - Wrapping Stock - Making & Packing	Making & Packing Making & Packing Maintenance Primary Making & Packing	
<u>GROUP 13</u>		27.75
Moisture Tester Cleaner - Primary "C" Shift Night Cleaner Class I Night Cleaner Class II Infestation/Housekeeping Monitor Operator C.I.S. Input	Quality Services Primary Night Cleaning Night Cleaning Quality Services Primary	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 14</u>		\$28.06
Porter - Modules Quality Services Utility Secondary Utility Quality Service Primary	Making & Packing Quality Services Primary	
<u>GROUP 15</u>		28.42
Operator - Ripping Machine Porter Rod Making Machine Porter Relief	Primary Rod Room Making & Packing	
<u>GROUP 16</u>		28.75
Operator - Strip Cutters & Blending Bin Discharge System Quality Services Materials Inspector	Primary Quality Services	
<u>GROUP 17</u>		29.07
Operator - Strip Blending & Conditioning Equipment Adhesive Attendant Porter Rework Operator - Case Filling & Sealing Machine/Coder Operator Case Palletizing System Chauffeur	Primary Wrapping Stock Making & Packing Making & Packing Shipping Mechanical Stores	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 18</u>		\$29.39
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 Operator - F.L.T. and DIET Feeder	Making & Packing Primary	
Operator - Dryer & Coolers	Primary	
Operator - W.T.S., Smalls and Rod Box Feeders	Primary	
Operator - Pneumatic Feed System General Help	Primary Maintenance	
Operator - V.S. Conditioning & P.C.L. Feeders	Primary	
Replacement & General Help	Machine shop	
<u>GROUP 19</u>		29.81
Operator - Fork Lift Truck - Tobacco Warehouse	Primary	
Stores Attendance	Mechanical Stores	
<u>GROUP 20</u>		30.20

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 21</u>		\$30.63
Stock Attendant Tobacco Warehouse	Primary	
Wrapping Material Attendant	Wrapping Stock	
Stock Attendant - Shipping	Shipping	
Lubricator	Maintenance	
Stores Attendant & Receiver	Mechanical Stores	
Stock Handler Wrapping Material	Wrapping Stock	
Replacement Worker - Shipping, Wrapping & Cut Tobacco Storage	Primary	
<u>GROUP 22</u>		30.93
Operator - Mentholating Machine	Wrapping Stock	
Tender - Module (Mark IX Maker - Oscar Focke S & S)	Making & Packing	
<u>GROUP 23</u>		31.30
Storeskeeper	Mechanical Stores	
Utility Tender	Making & Packing	
Utility Person - Shipping & Wrapping Material	Shipping & Wrapping Stock	
<u>GROUP 24</u>		31.69
Utility & Relief Worker - Primary	Primary	
Instructor	Training	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)

HOURLY BASIS

36 HOUR WEEK

TRADES

RATE

BAND "A"

Building Maintenance - Carpenter	\$36.73
Welder - Metal Worker	36.73
Pipefitter - Plumber	36.73
Millwright - Mechanic	37.58

BAND "B"

Machinist - Mechanic	37.81
Machinery Repairman Fitter	37.81
Primary/Fork Lift Truck	37.81
Production Mechanic - Rod Room	37.81
Focke Module Mechanic	37.81
Production Mechanic - Case Sealers	37.81
Feeder Group - Machine Shop	37.81
Preventative Maintenance Mechanic	38.71

BAND "C"

Production Electro - Mechanical Technician Advanced Generation Production Equipment	38.97
--	-------

IN THE PRESENCE OF:

Shay M. Jones

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: Pat McMill

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL LOCAL 323T

Joan Keely

By: Philip Beaumont

Thomas Belbeck

Eddie Dewing

~~De~~

King

Rodney Buchanan

Ron Leasing

Bruce Stecker



APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION  
EFFECTIVE APRIL 15, 1997

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 1</u>		\$24.46
<u>GROUP 2</u>		(24.74) Base
General Help	Making & Packing	
<u>GROUP 3</u>		25.13
<u>GROUP 4</u>		25.41
<u>GROUP 5</u>		25.76
Hand Case Filler and Code Dater	Making & Packing	
<u>GROUP 6</u>		26.06
Cleaner - A/B/C Cleaner - Days	Maintenance Maintenance	
<u>GROUP 7</u>		26.42
Cleaner Brushes	Making & Packing	
<u>GROUP 8</u>		26.75
Searcher - Primary	Primary	
<u>GROUP 9</u>		27.15
Project Monitor Sample Collector - Primary	Plant Personnel Quality Services	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 10</u>		\$27.41
Cleaner Conditioning Equipment Dilution/Sample Collector	Primary Making & Packing	
<u>GROUP 11</u>		27.84
Inspector - Cigarettes & Packages Primary Case Handler Hogshead Dismantler & Case Handler	Quality Services Primary Primary	
<u>GROUP 12</u>		28.19
Waste Collector Waste Porter Cleaner - Air Conditioning General Help Porter - Wrapping Stock - Making & Packing	Making & Packing Making & Packing Maintenance Primary Making & Packing	
<u>GROUP 13</u>		28.58
Moisture Tester Cleaner - Primary "C" Shift Night Cleaner Class I Night Cleaner Class II Infestation/Housekeeping Monitor Operator C.I.S. Input	Quality Services Primary Night Cleaning Night Cleaning Quality Services Primary	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

HOURLY BASIS

36 HOUR WEEK  
RATE

GROUP 14

\$28.90

Porter - Modules  
Quality Services Utility Secondary  
Utility Quality Service Primary

Making & Packing  
Quality Services  
Primary

GROUP 15

29.27

Operator - Ripping Machine  
Porter Rod Making Machine  
Porter Relief

Primary  
Rod Room  
Making & Packing

GROUP 16

29.61

Operator - Strip Cutters & Blending  
Bin Discharge System  
Quality Services Materials Inspector

Primary  
Quality Services

GROUP 17

29.94

Operator - Strip Blending &  
Conditioning Equipment  
Adhesive Attendant  
Porter Rework  
Operator - Case Filling  
& Sealing Machine/Coder  
Operator Case Palletizing System  
Chauffeur

Primary  
Wrapping Stock  
Making & Packing  
Making & Packing  
Shipping  
Mechanical Stores

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

HOURLY BASIS

36 HOUR WEEK  
RATE

GROUP 18

\$30.27

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 Operator - F.L.T. and DIET Feeder	Making & Packing Primary
Operator - Dryer & Coolers	Primary
Operator - W.T.S., Smalls and Rod Box Feeders	Primary
Operator - Pneumatic Feed System General Help	Primary Maintenance
Operator - V.S. Conditioning & P.C.L. Feeders	Primary
Replacement & General Help	Machine shop

GROUP 19

30.70

Operator - Fork Lift Truck - Tobacco Warehouse	Primary
Stores Attendance	Mechanical Stores

GROUP 20

31.11

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 21</u>		\$31.55
Stock Attendant Tobacco Warehouse	Primary	
Wrapping Material Attendant	Wrapping Stock	
Stock Attendant - Shipping	Shipping	
Lubricator	Maintenance	
Stores Attendant & Receiver	Mechanical Stores	
Stock Handler Wrapping Material	Wrapping Stock	
Replacement Worker - Shipping, Wrapping & Cut Tobacco Storage	Primary	
<u>GROUP 22</u>		31.86
Operator - Mentholating Machine	Wrapping Stock	
Tender - Module (Mark IX Maker - Oscar Focke S & S)	Making & Packing	
<u>GROUP 23</u>		32.24
Storeskeeper	Mechanical Stores	
Utility Tender	Making & Packing	
Utility Person - Shipping & Wrapping Material	Shipping & Wrapping Stock	
<u>GROUP 24</u>		32.64
Utility & Relief Worker - Primary	Primary	
Instructor	Training	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

HOURLY BASIS

36 HOUR WEEK

TRADES

RATE

BAND "A"

Building Maintenance - Carpenter	\$37.83
Welder - Metal Worker	37.83
Pipefitter - Plumber	37.83
Millwright - Mechanic	38.71

BAND "B"

Machinist - Mechanic	38.94
Machinery Repairman Fitter	38.94
Primary/Fork Lift Truck	38.94
Production Mechanic - Rod Room	38.94
Focke Module Mechanic	38.94
Production Mechanic - Case Sealers	38.94
Feeder Group - Machine Shop	38.94
Preventative Maintenance Mechanic	39.87

BAND "C"

Production Electro - Mechanical Technician Advanced Generation Production Equipment	40.14
--	-------

IN THE PRESENCE OF:

Lloyd M. [Signature]

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: [Signature]

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

Sean Kelly

By: Philip Freeman

Thomas Belbeck

Eddie Dewitt

[Signature]

King

Robert Duchene

Ray [Signature]

Bruce Stanley

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION  
EFFECTIVE APRIL 15, 1998

<u>HOURLY BASIS</u>	<u>36 HOUR WEEK</u> <u>RATE</u>
<u>GROUP 1</u>	\$25.44
<u>GROUP 2</u>	25.73 Base
General Help	Making & Packing
<u>GROUP 3</u>	26.14
<u>GROUP 4</u>	26.43
<u>GROUP 5</u>	26.79
Hand Case Filler and Code Dater	Making & Packing
<u>GROUP 6</u>	27.10
Cleaner - A/B/C Cleaner - Days	Maintenance Maintenance
<u>GROUP 7</u>	27.48
Cleaner Brushes	Making & Packing
<u>GROUP 8</u>	27.82
Searcher - Primary	Primary
<u>GROUP 9</u>	28.24
Project Monitor Sample Collector - Primary	Plant Personnel Quality Services



APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1998

<u>HOURLY BASIS</u>		<u>36 HOUR WEEK RATE</u>
<u>GROUP 10</u>		\$28.50
Cleaner Conditioning Equipment Dilution/Sample Collector	Primary Making & Packing	
<u>GROUP 11</u>		28.95
Inspector - Cigarettes & Packages Primary Case Handler Hogshead Dismantler & Case Handler	Quality Services Primary Primary	
<u>GROUP 12</u>		29.32
Waste Collector Waste Porter Cleaner - Air Conditioning General Help Porter - Wrapping Stock - Making & Packing	Making & Packing Making & Packing Maintenance Primary Making & Packing	
<u>GROUP 13</u>		29.73
Moisture Tester Cleaner - Primary "C" Shift Night Cleaner Class I Night Cleaner Class II Infestation/Housekeeping Monitor Operator C.I.S. Input	Quality Services Primary Night Cleaning Night Cleaning Quality Services Primary	

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1997

<u>HOURLY BASIS</u>	<u>36 HOUR WEEK RATE</u>
<u>GROUP 14</u>	\$30.06
Porter - Modules Quality Services Utility Secondary Utility Quality Service Primary	Making & Packing Quality Services Primary
<u>GROUP 15</u>	30.44
Operator - Ripping Machine Porter Rod Making Machine Porter Relief	Primary Rod Room Making & Packing
<u>GROUP 16</u>	30.80
Operator - Strip Cutters & Blending Bin Discharge System Quality Services Materials Inspector	Primary Quality Services
<u>GROUP 17</u>	31.14
Operator - Strip Blending & Conditioning Equipment Adhesive Attendant Porter Rework Operator - Case Filling & Sealing Machine/Coder Operator Case Palletizing System Chauffeur	Primary Wrapping Stock Making & Packing Making & Packing Shipping Mechanical Stores

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1998

HOURLY BASIS

36 HOUR WEEK  
RATE

GROUP 18

\$31.48

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 Operator - F.L.T. and DIET Feeder	Making & Packing Primary
Operator - Dryer & Coolers	Primary
Operator - W.T.S., Smalls and Rod Box Feeders	Primary
Operator - Pneumatic Feed System General Help	Primary Maintenance
Operator - V.S. Conditioning & P.C.L. Feeders	Primary
Replacement & General Help	Machine shop

GROUP 19

31.93

Operator - Fork Lift Truck - Tobacco Warehouse	Primary
Stores Attendance	Mechanical Stores

GROUP 20

32.35

APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1998

HOURLY BASIS

36 HOUR WEEK  
RATE

GROUP 21

\$32.81

Stock Attendant Tobacco Warehouse	Primary
Wrapping Material Attendant	Wrapping Stock
Stock Attendant - Shipping	Shipping
Lubricator	Maintenance
Stores Attendant & Receiver	Mechanical Stores
Stock Handler Wrapping Material	Wrapping Stock
Replacement Worker - Shipping, Wrapping & Cut Tobacco Storage	Primary

GROUP 22

33.13

Operator - Mentholating Machine	Wrapping Stock
Tender - Module (Mark IX Maker - Oscar Focke S & S)	Making & Packing

GROUP 23

33.53

Storeskeeper	Mechanical Stores
Utility Tender	Making & Packing
Utility Person - Shipping & Wrapping Material	Shipping & Wrapping Stock

GROUP 24

33.95

Utility & Relief Worker - Primary Instructor	Primary Training
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APPENDIX "A"

WAGE SCHEDULE AND CLASSIFICATION (Cont'd)  
EFFECTIVE APRIL 15, 1998

HOURLY BASIS

36 HOUR WEEK

TRADES

RATE

BAND "A"

Building Maintenance - Carpenter	\$39.35
Welder - Metal Worker	39.35
Pipefitter - Plumber	39.35
Millwright - Mechanic	40.26

BAND "B"

Machinist - Mechanic	40.50
Machinery Repairman Fitter	40.50
Primary/Fork Lift Truck	40.50
Production Mechanic - Rod Room	40.50
Focke Module Mechanic	40.50
Production Mechanic - Case Sealers	40.50
Feeder Group - Machine Shop	40.50
Preventative Maintenance Mechanic	41.47

BAND "C"

Production Electro - Mechanical Technician Advanced Generation Production Equipment	41.74
--	-------

IN THE PRESENCE OF:

David M. [Signature]

IMPERIAL TOBACCO DIVISION OF IMASCO LIMITED

By: [Signature]

BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION LOCAL 323T

Sean Kelly

By: Philip Freeman

Thomas Belluck

Eddie Downing

[Signature]

[Signature]

Rodney Duchon

Ron Cardigan

Bruce Stecker