

AGREEMENT

between

LEVER BROTHERS LIMITED

— and —

THAMSTERS — CHEMICAL, ENERGY AND ALLIED WORKERS I.B. of T.C.W. & H. of A. LOCAL 132

Effective Until March 15, 1992



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This Agreement effective date of signing.

BETWEEN:

LEVER BROTHERS LIMITED, LEVER BROTHERS INC., AND/OR LEVER BROTHERS TORONTO DISTRIBUTION CENTRE/WARE-HOUSE or successors of 1 Sunlight Park Road, Toronto, (hereinafter called "the Company")

OF THE FIRST PART

- and -

Local 132 of the Teamsters — Chemical, Energy and Allied Workers I.B. of T.C.H. & H. of A. or the successors of such International Union, (said Local 132 is hereinafter called "the Union")

OF THE SECOND PART

1. This Agreement is made solely with respect to those of the Company's employees who are from time to time engaged at its Toronto Plant in manufacturing, maintenance or warehouse (such employees are hereinafter called the "employees") save and except security force, office cleaning staff, office and technical staff, supervisors and persons above the rank of supervisor. Unless specifically stated to the contrary and with the exception of the provisions for seniority rights and grievance procedure, this Agreement shall apply to probationary employees as hereinafter defined.

Departmental Agreements are permissible and recommended practice, their purpose being to afford rules for departmental application of the terms of this Collective Agreement. To be valid, agreements must be signed by Departmental Supervision, the Department Steward, the

Chief Steward and the Manager, Industrial Relations. All signatories will retain copies of the Departmental Agreement. These Agreements, or changes to these Agreements, must be approved by a two-thirds (2/3) majority of employees in the Department and must be ratified by the Negotiating Committee before going into effect. Also, all Departmental Agreements are to be reviewed on a yearly basis

2. In the event that the Company relocates all or part of its existing operations currently carried on at 1 Sunlight Park Road, Toronto, to a location in Ontario, and to the extent that it reduces the number of employees at the above-mentioned location by more than 20%, then L.B.L. undertakes to transfer employees occupying those jobs being discontinued as a result of the relocation. Affected employees will be eligible for transfer only if they are qualified for the new job and conditions at the new location permit.

Should the site of the new location be beyond the environs of Metropolitan Toronto, cost of the move, of those accepting transfer, to be borne by the Company will be confined to the transportation of the immediate family and household effects.

Article I GENERAL

- 1. The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which might possibly arise.
- **2.** The parties agree it is their intention to meet not less than once a month to discuss matters of broad general interest to both parties.

- 3. All the provisions of this Agreement shall be subject to **the** applicable laws, rules and regulations of Canada and the Province of Ontario.
- 4. The Company recognizes the Union as the sole collective bargaining agency for all employees with respect to wages and hours of work and with respect to such terms and conditions of employment as are dealt with in this Agreement.
- 5. (a) All employees who have not completed a cumulative service period of thirteen (13) working weeks (excluding absence or overtime) with the Company shall be probationary employees, but if retained thereafter in the employ of the Company shall be regular employees except as provided in Clause 5 (b) hereunder, and shall be entitled to seniority rights as described hereafter.
- (b) All employees in Maintenance who have completed a cumulative service period of more than thirteen (13) but less than twenty-six (26) working weeks (excluding absence or overtime) with the Company shall be considered to be regular employees, except that, in the event of dismissal for unsatisfactory trades skill proficiency, they will have no recourse to the Grievance Procedure. Such Maintenance employees, if retained beyond twenty-six (26) weeks shall become full, regular employees and shall be entitled to all rights as provided in this Agreement.
- 6. The right to hire, promote, discharge or discipline for just cause and to maintain efficiency is the function and responsibility of the Management of the Company, subject to the right of an employee and/or the Union to lodge a grievance as provided for by this Agreement. The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and its responsibilities. The products to be

manufactured, the location of plants, the schedules of productions, the methods, the processes and the means of manufacturing are the function and responsibility of the Management of the Company.

- 7 (a) All present regular employees who at the signing date of this Agreement are members of the Union or subsequently become members shall remain members in good standing during the term of this Agreement. All future new employees shall, upon the completion of the probationary period, become and remain members of the Union in good standing. In "good standing" shall mean solely that the members' dues, general assessments and levies as paid by all members of the Union, shall not be more than two months in arrears.
- (b) Employees suspended by the Union for failure to comply with the above shall also be suspended, without pay, by the Company. If, during three subsequent months, the suspended employees again become members of the Union in "good standing", they shall be reinstated by the Company with such seniority as they had accumulated up to the date of their suspension by the Company, If, at the end of such three month period, the employees have failed to become a member of the Union in good standing, they shall be released from employment.
- (c) Any regular employee of the Company who is not a member of the Union at the signing date of this Agreement and who has not subsequently become a member, in addition to any employee whom the Union declines to accept into membership, or to continue in membership for any reason other than failure to pay regular monthly dues, general assessments and levies, shall be excluded from the above.
- **8.** All probationary employees shall be required to pay to the Union a sum of money equal to monthly union dues.

This service charge shall be deducted from their first and subsequent pay cheques.

- **9.** The Company agrees there shall be no discrimination, intimidation, restraint, or coercion exercised by the Company, or any of its representatives, with respect to any employee because of their membership in, or connection with the Union.
- 10. The Union agrees that there shall be no discrimination, intimidation, restraint or coercion exercised by the Union, or any of its members, with respect to any employee of the Company.
- 11. The Union agrees that there will be no unauthorized Union activity during working hours.
- 12. Upon the receipt of a written request from any regular or probationary employee forwarded through the Secretary of the Union, the Company agrees to deduct such employee's monthly union dues, general assessments or levies, or service charge in the case of probationary employees, from the employee's pay and to transmit the monies so deducted to the duly accredited officials of the Union. Any such employee shall, at any time, be at liberty to cancel their request for such deduction upon giving notice in writing to the Company through the Secretary of the Union.
- 13. The Company's Plan for Payment During Disability as set forth in Schedule "A" hereto shall be maintained during the life of this Agreement.
- 14. The Company will pay, on behalf of all employees, 100% of the monthly premiums for Ontario **Itealth** Insurance Plan (O.H.I.P.).

- 15. (a) For all regular employees who have completed their probationary period (in accordance with Article I, Clause 5 (a)) and for their eligible dependents, the Company will provide the agreed major-medical and semi-private hospital insurance coverage.
- (b) Should any Government introduce a compulsory medical-surgical plan to which the Company is not required by law to make a contribution and which duplicates, in whole or in part, the services provided by the insurance plan referred to in Clause 15 (a), the Company will withdraw this insurance plan and the employees will assume the costs of the Government Plan. If necessary, the Company will endeavour to obtain a supplementary plan to generally maintain the prevent level of medical-surgical benefits. If, as a result, there is a clearly identifiable reduction in Company costs, the amount of that reduction will be made available to the employees in the form of altered or enhanced employee benefits, if so agreed by both parties, or in the form of wages.
- 16. For all regular employees who have completed their probationary period and for their eligible dependents, the Company will provide the agreed-upon dental care insurance plan. The premiums for the insurance will be 100% Company paid.
- 17. For all regular employees who have completed their probationary period the Company will provide the agreed Long Term Income Continuance Plan. The premiums for the plan will be 100% Company paid.

Long Term Income Continuance Plan will be indexed to cost-of-living to a maximum of 2% per year for employees actively at work 15 March 1978 or later.

18. Beginning March 13, 1988, for all regular employees who have completed their probationary period,

the Company will provide TWENTY-FIVE THOUSAND DOLLARS (\$25,00,00) Group Life Insurance for all eligible employees.

For active employees or employees on early retirement who attain the age of 65 during the life of this Agreement, the Company will provide ONE THOUSAND DOLLARS (\$1,000.00) Group Life Insurance.

- 19. When the Company has undertaken to bear any expense on behalf of any employee in the area of fringe benefits, the liability incurred shall apply only to such periods in respect of which the employee is entitled to wages from the Company. Pensioners over age 65 are entitled to Semi-private Hospital and \$1,000 Group Life Insurance.
- **20.** All employees who are now members of the Lever Pension Fund, or who at a future date become members of the Lever Lipton Pension Fund, shall continue to be members

All employees, on attaining age 21, may opt to join the Fund at that time if they have completed 6 months' continuous service. All those employees not opting for entry at age 21 and all future employees shall become members on 1st January or 1st July next, following the attainment of age 21 and 6 months' continuous service.

21. Employees shall be retired from employment on attaining age 65 and will receive a retirement pension from the Fund. Employees who are eligible under the rules of the Fund may exercise an option to retire before age 65 and receive an immediate or deferred pension from the Fund. Members retiring voluntarily between the ages of 62 and 65 shall be paid, prior to age 65, the annual amount of their accrued pension (which includes the integrated portion of government benefits) reduced by 3% per year.

- 22. (a) The Company shall make reasonable provisions for the safety and health of its employees during working hours. The Union shall use its best endeavours to require all employees to comply with such safety regulations as may reasonably be established and to work safely and carefully at all times. The Company and the Union each shall appoint five representatives to a joint Health and Safety Committee which shall advise the Company and the Union on problems relating to health and safety of employees and the safety of the Company's property and equipment, to the end that the well-being of the employees will be increased and loss and damage of product and machinery reduced.
- (b) The **wearing of** acceptable safety shoes appropriate for the **workplace** is compulsory for all employees while on Company premises. For each regular employee, the Company will provide and replace appropriate footwear as required.
- 23. No person employed on a job outside the bargaining unit shall perform a job within the bargaining unit except, in cases of emergency, when it is impossible to obtain the services of an employee who normally performs such a task.
- 24. Article I, Clause (23) shall in no way preclude an employee on a job outside the bargaining unit from performing part or all of a job within the bargaining unit in order to learn, train or investigate, provided that the employee within the bargaining unit is not displaced or assigned to another job. However, the Supervisor of the Department concerned shall inform the Steward of the Department concerned, or if the Steward is not available, the employee or employees affected, before such action occurs. Nothing in this Clause shall be construed as permitting Management to avoid the need for appointing

additional employees to a job where an increased work-load would require it.

25. Management will discuss, with the Union, all plans for contracting out work, previous to any commitment with an outside contractor, with regard to the type of manufacturing or maintenance jobs in Schedule "B", except for contracts involving major construction or demolition projects.

Article II WAGES

- 1. The classification of jobs and the wage scale to which such classification is related is set out in Schedule "B" hereto.
- 2. Subject to Clause (4) below, there shall be no change during the life of this Agreement in the job rates as set forth in Schedule "B", except to add to them the rates established to cover any new jobs which may, from time to time, be created. The Company shall apply a tentative rate to any new jobs established. If, subsequently, as the result of the Lever Evaluation Plan, the resulting rate is higher, it shall be retroactive to the date the job commenced. However, if the resulting rate is lower than the tentative rate, the rate adjustment shall be made currently.
- 3. New jobs established shall be evaluated within thirty days by the Job Evaluation Committee on the basis of the Lever Job Evaluation plan. The Committee will consist of three Union and three Management personnel.

If the Job Evaluation Committee is not in agreement, they shall, within ten regular working days of the date

on which the evaluation was submitted for their review, file, in writing, a protest with the Manager, Industrial Relations.

The Umpire shall, within thirty working days from the date of the protest, then judge the issue, as presented, solely on the basis of the Lever Job Evaluation Plan. The Umpire's decision shall be final and binding on both parties.

Each party shall bear one-half the expense of the Umpire.

The evaluated rate shall then be made effective as of the commencement date of the new job, subject to Clause (2) above

Time limits provided above may be extended by mutual consent of the parties.

- 4. Jobs shall be re-evaluated within thirty working days by the Job Evaluation Committee on written request by either an employee, the Union, or the Company, providing there is sufficient evidence submitted to show that there has been sufficient change in job content that a change of at least one degree in one or more factors can be reasonably anticipated. The re-evaluation shall concern itself solely with the change. The same process shall be followed to resolve differences as provided for new jobs, except that the re-evaluation rate shall become effective on the date the request for re-evaluation was received by the Manager, Industrial Relations. A question of whether or not there has been sufficient change in job content may also be submitted to the Umpire.
- **5.** Any rate for a new job or a re-evaluated job shall be implemented on the second Monday following the date the rating becomes official.

6. During the life of this agreement, the Umpire will be a person mutually agreed upon **by** both parties.

Failing mutual agreement, either party may request the Minister of Labour for Ontario to appoint a person who is conversant with Job Evaluation as an Umpire.

- 7. (a) A "Chargehand" shall be selected at Management's discretion based on qualifications as determined by the Company.
- A "Relief Supervisor" shall be selected, at Management's discretion, from amongst the personnel in the Department engaged on the three highest steps in the Department.
- (b) Employees who are assigned the responsibility of "Chargehand" (an employee who continues to perform their regular job and also assumes limited supervisory responsibility) shall receive the rate of the highest job classification they supervise, plus 7% of the Step 2/General Labour rate while they are so engaged. Employees who are assigned the responsibility of "Relief Supervisor" (an employee who is not required to continue on their regular job but assumes supervisory responsibility) shall receive the rate of the highest job classification they supervise, plus 9% of the Step 2/General Labour rate while they are so engaged.

Employees who are assigned the responsibility of "Working Foreperson" (an employee who is required to practice their regular trade and assumes supervisory responsibility for a period of time) shall receive the rate of the highest job classification they supervise, plus 10% of the Step 2/General Labour rate while they are so engaged.

8. If an employee substitutes on any job during the temporary absence of another employee, such employee

shall receive, where such job pays less, their former rate of pay, and where such job paid more, the rate applicable to the job which they are doing temporarily.

9. This clause is in effect up to and including March 14, 1990 — Except for a Spare Person who has been filling a temporary vacancy or an employee who has failed on the job, an employee who is transferred from a step, on which the employee has been established for four working weeks, to a step paying a lower rate shall receive the rate of pay of such employee's former job for an interimperiod of four working weeks.

Article III HOURS OF WORK

- 1. Normal hours of work shall be a forty hour week, consisting of five days of one shift of eight consecutive hours each, Monday to Friday inclusive. When an employee is held for extra work, or is brought in on a Saturday or on a Sunday or a paid holiday, the employee shall not be required to take time off to reduce such employee's hours to the normal working week.
- 2. (a) When it is necessary to schedule a department on a seven-day (swing shift) operation, employees may be assigned a scheduled week consisting of five days of one shift of eight consecutive hours each, Sunday to Saturday inclusive. When such employees are held for extra work, or are brought in on one of their scheduled days off, they shall not be required to take time off to reduce their hours to their scheduled work week.
- (b) Subject to change at the request of 2/3 of a department, with mutual agreement, an alternative to swing shift may be adopted.

3 (a) Subject to change at the request of 2/3 of a department or group, with mutual agreement, shift times will be as follows:

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'A' Shift 11:30 p.m. to 7:30 a.m. 'B' Shift 7:30 a.m. to 3:30 p.m. to 11:30 p.m. to 11:30 p.m.
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(b) Shifts for certain designated Maintenance employees shall be as follows:

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'A' Shift 11:00 p.m. to 7:00 a.m. 
'B' Shift 7:00 a.m. to 3:00 p.m. 
'C' Shift 3:00 p.m. to 11:00 p.m.
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- (c) Employees' shift times may be altered from those shown in (a) and (b) above by mutual agreement between the employees and their Supervisor. This agreed period will be regarded as the employee's regular shift.
- 4. Regular hours worked on 'C' shift and on 'A' shift, Sunday to Saturday inclusive, shall be premium pay hours. Employees working premium pay hours shall receive 5.0% of the previous outgoing rate for Step 2/General Labour for all time worked at regular rates, in addition to the rate applicable to such jobs as set out in Schedule "B" hereto.
- **5.** It is mutually agreed there will be no duplication or pyramiding of overtime payments and/or off-shift bonus, except as provided in Clause **(4)** above.
- **6.** Except for a Spare Person, employees who are assigned to a shift other than their posted scheduled shift shall be paid for such first shift at one and one-half times their regular rate, if they have not been notified of such change at least forty-eight hours prior to the starting time of their posted scheduled shift on the day the change is effected.

7. Subject to Clause (9) of this Article, all hours worked in excess of eight hours in any twenty-four hour period from Monday to Friday inclusive, and up to eight hours on Saturday, shall be paid for at one and one-half times the regular rate.

For employees on swing shift, the first scheduled off-day worked will be paid for at one and one-half times the regular rate unless that first off-day is Sunday which will be paid at double time.

8. Employees on the same step may mutually elect to switch or exchange shifts providing they have given adequate notice **to** their respective Supervisors and have received permission from their respective Supervisors to do so.

Such mutually arranged shift changes shall not result in overtime, additional premiums, or any additional costs to the Company; also, said change will be exception to Clause (6) and (7) above.

9. All hours worked before or after a regular eight hour shift, which are in excess of twelve continuous hours, shall be paid for at twice the regular rate and shall be voluntary. A suitable replacement will be used after twelve consecutive hours of work but, when a suitable replacement cannot be obtained, and an emergency exists, overtime will be mandatory.

All hours worked in excess of eight hours on a Saturday shall be paid for at twice the regular rate, unless such overtime is incurred by agreement between *the* employees involved and Supervision, in order to release another employee from the obligation of Saturday overtime; such overtime will be paid at time and one-half.

10. All hours worked on a Sunday shall be paid for at twice the regular rate.

11. Employees on a seven-day operation, as provided in Clause (2) of this Article, shall be paid at twice their regular rate for their second consecutive off-day worked, provided the day immediately preceding was an off-day that has been worked. Work on off-days immediately

preceded by a day that was an off-day that has been worked shall be voluntary except that, in emergencies, where the services of a suitable replacement cannot be obtained, the overtime will be mandatory. A "suitable replacement" for the purpose of this Clause is defined in Article V, Clause (22).

- 12. (a) Voluntary Overtime is established in Clauses 9 and 11 above and in the "Guidelines to Operations of Voluntary Overtime" agreed between the parties and posted in departments.
- (b) Other than for the provisions in (a) above, it shall be the responsibility of the employee of any department in which overtime work becomes necessary to undertake such work. Overtime work shall be distributed as equally and impartially as possible among the employees of such department who normally perform the work.
- 13. Employees shall be in their departments ready to start work at their starting time and shall not leave their departments at the end of their period of work until they have been relieved or given permission by the department Supervisor.

A lunch period shall consist of one-half hour's absence from the job in each shift of eight consecutive hours, except for employees who are required to maintain operations during the lunch period.

Employees shall not be required to make up the time spent for lunch periods.

- 14. Employees shall be given a meal allowance in the amount equivalent to 1% of the outgoing weekly base rate when they are required to work:
- (i) more than two hours after their scheduled shift and are not informed of such a requirement at least twenty-four hours in advance;
- (ii) more than two hours before their scheduled shift as the result of a call-in.
- 15. Compliance with the Employment Standards Act relative to meal periods for persons engaged on overtime work shall be in accordance with the material agreed by the parties and posted in each Department.
- 16. (a) Subject to Clauses 16 (b), (c) and (d), all employees shall be paid for the holidays listed below at their regular rates without being required to render service for such holidays, provided that they are entitled to wages for both their scheduled working day immediately preceding and their scheduled working day immediately following the paid holiday or have been granted leave σ absence by the Company. The holidays which shall be observed are as follows:

New Year's Day
3rd Monday in February
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Three days selected

In the event the Federal Government declares a public holiday in the month of February (e.g. Heritage Day), the 'third Monday in February' will be exchanged for that declared holiday.

Should any such officially observed holiday fall on **a** Sunday, the Company will regard the following Monday

as the paid holiday. Should any such holiday fall on a Saturday the Company may, in its discretion, recognize the preceding Friday or the following Monday as the paid holiday.

Should an employee's scheduled vacation **period** contain a holiday as listed above, or should an employee be required to work on such holiday, such employee shall be entitled to an optional day off, without pay, in lieu of that holiday. The optional day off will be arranged by mutual agreement between the employee and the employee's Supervisor.

- (b) Leave of Absence, which is at the complete discretion of Management, granted for a period of one to five regular working days shall not render an employee ineligible for payment for any of the holidays provided in Clause 16 (a), providing the employee is entitled to wages for either the working day immediately preceding or the working day immediately following the paid holiday.
- (c) Leave of Absence, which is at the complete discretion of Management, granted for a period of **six** to fifteen regular working days shall not render an employee ineligible for payment for any holiday provided in Clause 16 (a) which immediately precedes, follows, or falls within such leave of absence.
- (d) Employees coming in to work on a statutory holiday at the request of the Company shall not be ineligible for holiday pay by reason only of the fact that they were not entitled to wages for the working day immediately preceding, due to absence with leave for other than a personal emergency. It is understood, however, that such employees may or may not be scheduled to work on the holiday at the option of the Company, depending upon the circumstances in each case.
- 17. All time worked by an employee on a paid holiday shall be paid at twice the regular rate of the employee,

in addition to pay for the full day's holiday at the regular rate of that employee.

- 18. Employees reporting for work, who are not required to work by reason of some breakdown in the Plant prior to their reporting, may be laid off for the day, but shall receive four hours' pay at their regular rate.
- 19. Employees who report for work and commence work, but, by reason of some breakdown in the Plant, are not required to work, may be laid off for the balance of the day, but shall receive eight hours' pay at their regular rate
- 20. When it is necessary to call in employees to work at any time outside their normal shift or their normal operating hours, they shall receive pay for such work at least equal to pay for half a shift at their regular rate. If, during such call-in period, an employee is required to perform on an emergency other than the work for which they were called in, the Company may require them to perform such work, but need not pay them an additional half shift's pay.
- 21. (a) Employees are required to notify the Company (the Company **Security** Guard) at the earliest possible time of their inability to attend work for any reason.
- (b) Employees are also required to keep the Company informed as to the date of their return to work.
- An employee who failed to notify the Company, as required, may be sent home without pay and considered absent for the shift.
- 22. An employee who fails to report for work within the first two hours, or who calls in and subsequently fails

to report within the first four hours of any scheduled work period, shall be considered absent.

- 23. (a) A Steward or any member of the Union who wishes to leave work on Union Business shall not do so without the permission of the Supervisor. If the Union wishes any employee or Union Executives or Stewards to leave their department, or the Company's premises, on Union business, request for such leaves shall be forwarded to the Manager, Industrial Relations of the Company of a specified designate, by the President of the Union or a specified designate.
- (b) The Company shall ensure that a steward is present during any recorded disciplinary discussion, unless the employee requests otherwise.
- **24.** Leaves of absences with pay will be granted to attend the funeral of a member of the immediate family as follows:

(b)

(a)
Up to Three **Days:**

One Day: Brother-in-Law Sister-in-Law Grandparents

Mother Father Husband Wife.

Any relative by blood or marriage residing in the same household.

Parents-in-Law Brother Sister Daughter-in-Law Son-in-Law Grandchild and for one person

and for one person when responsible for funeral arrangements for those under (b).

Article IV VACATIONS

1. Subject to all other applicable provisions of this Article, vacation entitlements shall be based on the following schedule.

Vacation entitlements will be earned the year in which the required seniority has been achieved and will be awarded as follows:

	Completed 50 or more week? of service between May 1st and April 30th	For each 5 weeks of service completed during May 1st and April 30th	
Up to 1 year's Seniority		ay for each 5 weeks completed ing May 1st and April 30th	
More than 1 year	2 weeks (10) days	1 day	
In the 4th year and up to 8 years	3 weeks (15 days)	1½ days	
In the 9th year and up to 19 years	4 weeks (20 days)	2 days	
In the 20th year and up to 29 years	5 weeks (25 days)	2⅓ days	
In the 30th year and over	6 weeks (30 days)	3 days	

- 2. The calculation period to determine the number of five week periods referred to in Clause (1) shall be 1st May to 30th April.
 - Payment for vacations shall be at the following rates:
 Up to one year's seniority 4% of wages earned.
 Over one year's seniority the payroll authorization rate in effect the week prior to the vacation period

taken, not to be less than 4% of wages earned in qualifying year.

- 4. In the event that an employee's service with the Company is terminated for any reason, the employee shall receive, in lieu of vacation payments provided herein, four percent of earnings for any incomplete vacation calculation period.
- **5.** Absence without pay totalling less than five weeks, for reason other than lay-off during any vacation payment calculation period, shall not affect the calculation of an employees vacation pay.
- **6.** If any employee takes their annual vacation during a period that includes one of the officially observed paid holidays, such employee shall be paid for that holiday at double their regular rate.
- 7. (a) Whenever conveniently possible and at the discretion of the Company, vacations shall be granted for the period preferred by each employee, the employee's seniority being taken into account. Every employee eligible for a vacation shall be notified of the assigned vacation pay before the beginning of such period.
- (b) All employees shall inform the Company of their vacation intentions prior to the 1st of April of the year in which they are entitled. Failure to do so may result in a first come first serve basis.

Article V SENIORITY

1. When an employee has become a regular employee by completing the probationary cumulative service **period**

of thirteen working weeks (excluding absence or overtime), such employee shall be granted seniority dated retroactively to the date of that employee's last hiring prior to the completion of such employee's probationary period.

2. Temparary layoff is defined as a period not exceeding thirteen continuous weeks.

In the event of an employee becoming surplus to requirements, the employee to be temporarily laid **off** shall begin in order of seniority, beginning at the lowest step and progessing to the highest step.

However, for purposes of lay-off, regardless of the job being performed, an employee who is paid for ${\bf a}$ certain step shall be considered as being on that step.

- If, during the thirteen week period of temporary layoff, the Company requires additional employees, those
 employees laid off shall be recalled in order of seniority,
 beginning at the highest step and progressing to the lowest
 step. No change shall be made in such recalled employees'
 seniority dates. It is mutually agreed, however, that in
 the event any such person is overlooked, the Company
 shall be liable only for a loss of wages up to a maximum
 of four weeks from the time the error was made at their
 then prevailing rate. Their seniority entitlement will be
 restored.
- 3. (a) In the matter of reduction of personnel as determined by the Company to be of a permanent nature, employees shall be laid off based on seniority from the lowest step of a group to the highest step of the same group, except General Labour which will be considered as a plant wide group. For the purpose of permanent lay off, the Plant will be divided into the following groups: Manufacturing, Maintenance and Distribution.
- (b) Employees who are full time and members of Local 132 as of March 15, 1989, and who are designated by the

Company to be laid off in accordance with Clause 3(a) above, will receive a redundancy settlement cf:

- 2 weeks pay per year of service (prorated for part year)
- 13 weeks notice of permanent lay off
- Job search assistance.

Upon being so terminated, the employee shall forfeit all seniority rights and other rights under the terms of the Collective Agreement.

- (c) Any employee who has received redundancy settlement as outlined in Clause 3(b) above, who is reemployed either on a temporary or a permanent basis, shall only receive separation entitlement under the terms of the Employment Standards Act.
- (d) In the event of a lay off due to a damage to plant facilities or equipment beyond the Company's control, Clause 3(b) above shall not apply.
- (e) Employees will not be eligible for the redundancy settlement under the following conditions:
- (i) Resigns voluntarily;
- (ii) Is discharged.
- (iii) Fails to return to work immediately upon completion of any leave of absence which may have been granted by the Company.
- (iv) Attains 65 years of age.
- (v) Who are not full time employees and who are not members of Local 132 as of March 15, 1989.
- **4.** Any regular employees laid off for any reason, who have been notified in writing by registered letter to their last known address to return to work, and who, within five days, have failed to do so without reasonable excuse, shall be considered to have quit their employment volun-

tarily, and their existing seniority rights shall thereupon be terminated. When notice, as aforesaid, is sent to an employee, a copy thereof shall be delivered or mailed, concurrently, by ordinary post to the Secretary of the Union.

- 5. (a) Openings, as determined by the Company, which are expected to exceed thirteen (13) weeks, will be posted for three (3) working days stating job class, rate, qualifications and group. Interested employees may apply in writing, regardless of their position or group, and will be considered under the following guidelines.
- (b) Promotions to openings within the bargaining unit will be based on ability and qualifications, including dependability, as determined by the Company. Efficient plant operation requires that the decision regarding an employee's ability and qualifications for any job must be determined by the Company.

It is understood, however, that notwithstanding anything contained herein, employees will be eligible for promotion or demotion based on qualifications (including dependability),

In cases where more than one employee qualifies to perform the full requirements of the job, and where their ability and qualifications are relatively **equal**, promotions to openings will be based on seniority.

- (c) For the purposes of promotions or demotions, qualifications will be as follows (notwithstanding any applicable restrictions):
- Employee appraisal (which will be reviewed by the employee, Supervisor, Manager and Co-ordinator).
- Related job experience.
- Unrelated job experience.

- Attendance record/disciplinary record.
- Appropriate test results.

The job selection process will be as follows:

- (i) Each application will be reviewed by the Plant Manager, Department Managers, Supervisors, Co-ordinator and Industrial Relations Manager.
- (ii) Applicants will be interviewed by two (2) members of the group referred to in (i) above.
- (iii) This interview will supplement the information outlined in 5(c).
- (iv) The Union will be informed of the selection prior to any notification.
- (v) All applicants will be informed of the selection individually.
- **6.** Assignments of personnel from deferrable work to unclassified jobs rated at Step 3 or general labour may be made for periods up to ten continuous working days.
- 7. In the event of a retirement of an employee from a job requiring a training period of one week or more, the Company will declare a job vacancy for the purpose of training in advance of a known pending retirement. Such vacancy would be declared a period of time prior to the pending retirement, equal to the training time as stated in the job classification specifications for the job.
- 8. The Company may declare a job vacancy for the purpose of training in anticipation of a production requirement. If such anticipated production requirement does not materialize at the end of the training period, employees promoted or transferred for the purpose of obtaining such training will return to the jobs from which they had been promoted or transferred.

9. Where, in the opinion of the Company's Chief Medicl Officer, and in consultation with the Vice-President of Human Resources, an employee who is physically unfit to continue performing their job, the Union Negotiation Committee and Management shall, by agreement, be **at** liberty to place such employee on any job within the employee's own group, or in general labour, on the same step or below, based on the Company's Chief Medical Officer's recommendations as to the employee's abilities, providing such employee has more seniority than the employee displaced. Employees so assigned shall be permitted to accept promotion **to** jobs approved by the Company's Chief Medical Officer providing the criteria in Clause **(5)** is adhered to.

In all such cases, the Company's Chief Medical Officer shall consider the opinion of the employee's personal physician.

- If, in these matters, dissatisfaction with the opinion of the Company's Chief Medical Officer exists, it shall become a matter for discussion between the Union Negotiating Committee and Management but shall not be subject to the Grievance Procedure.
- 10. A promotion shall be defined as a move to a job paying a higher rate; a demotion shall be defined as a move to a job paying a lower rate. It is understood, however, that employees have a special claim to a job which they have acquired through the provisions of this Article, and shall not be moved from them, except under the following circumstances:
- (i) A further move in accordance with the provisions of this Article.
- (ii) A move to a job paying a higer rate as a result of the upgrading of a job, or creation of a new job resulting from the elimination of two or more present jobs.

In such case, only the persons on the jobs affected will be considered for promotion, except as concerns any additional employee who may be required.

- (iii) A move to accommodate a temporary production requirement as provided in Clause (8).
- 11. Except for employees who have become physically unfit to continue performing their job and who are assigned to another job by means of a medical placement, Clause (9), an employee failing to qualify in a job shall be demoted from the step and shall be paid the rate immediately below that step for a period of one year and shall perform any function for which they are qualified up to and including the rate at which they are being paid. The employee shall also lose the right to be promoted for a period of twelve (12) months if they have exhausted more than twenty (20) working days training time, or for a period of six months if they have exhausted less than twenty (20) working days of the prescribed training time.
- 12. A vacancy due to absence for any reason which does not exceed five weeks in duration shall be considered temporary and shall be filled by a departmental Spare Person.
- 13. (a) A vacancy due to absence for any reason known or reasonably anticipated to be more than five weeks but not more than thirteen weeks in duration shall also be considered temporary and, at the discretion of the Company, may be filled by a Spare Person, personnel on lag from the same or higher step, personnel being demoted to or from the step on which a temporary vacancy exists.

If a temporary promotion is required, it shall be made in accordance with the employees notifications provided in Clause 5. It is understood that when a person, while on lag, is returned to a job from which that person holds lag rights, such rights shall not be renewed but shall be extended by the amount of time that person occupies such temporary vacancy.

- (b) In the case of job moves resulting from failure, other than the inability to perform the job, where the Company has no reasonable alternative for training a replacement, it is recognized that the failing employee is under a moral obligation to remain on the job, unless extenuating circumstances make the employee's immediate movement necessary. Where such an employee is retained to train their replacement, it will be for a period of time to be specified in each case. The move will take place immiediately on paper but the employee will retain the rate for the job.
- 14. If the absent employee returns to work for a period of ten (10) full consecutive working days or more within thirteen weeks, such employee shall return to their job, always provided such employee possesses the ability and physical fitness necessary to qualify for the job.
- 15. If the absent employee does return to the job, as specified above, within the thirteen weeks, the employee who had been promoted to replace the absent employee shall return to the job from which the employee was promoted. (This portion of the Clause does not apply after March 15, 1990:) This shall apply to each employee promoted as a result of the vacancy, and in no case shall such employee be considered eligible for rate lag, Article II, Clause (9).
- **16.** If the employee is absent for any reason for more **than** thirteen weeks, such employee shall return to the job to which the employee possesses the ability and physical

fitness necessary to qualify such employee for that job. However, for purposes of lay-off, regardless of the job being performed, an employee who is paid for a certain step shall be considered as being on that step.

- 17. On jobs operating twenty-four (24) hours per day and classified above Step 2 or general labour, the work of an absent employee shall be performed by:
- (i) An employee on lag from that particular vacancy, already in the department.
- (ii) A Spare Person, if immediately available.
- (iii) A suitable replacement, without involving overtime work
- (iv) the employees occupying the same job on the preceding and following shifts, each of whom will work twelve hours per day until a replacement as specified in (i) or (ii) or (iii) can be assigned to replace the absent employee.
- **18.** On jobs operating sixteen (16) hours per day and classified above Step 2 or general labour, the work of an absent employee shall be performed by:
- An employee on lag from that particular vacancy already in the department.
- (ii) A Spare Person, if immediately available.
- (iii) A suitable replacement, without involving overtime work.
- (iv) the employees occupying the same job on the preceding or following shifts, each of whom will work twelve (12) hours per day, until a replacement as specified in (i) or (ii) or (iii) can be assigned to replace the absent employee.

- **19.** Onjobs operating eight (8) hours per day and classified above Step 2 or general labour, the work of **an** absent employee shall be performed by:
- An employee on lag from that particular vacancy, already in the department.
- (ii) A Spare Person, if immediately available.
- (iii) A suitable replacement, without involving overtime work.
- **20.** This clause remains in effect up to and including March 14, 1990, where absences are of five continuous days' duration or less and unscheduled, the following practice will apply:
- (a) On jobs classified above the general labour, the work of an absent employee may be performed by either a Spare Person, if immediately available, or a suitable replacement on lag from the same or higher step on the same shift, if available, without involving overtime.
- (b) Unscheduled absences of live continuous days or less on jobs classified in the general labour may be filled by any suitable replacement on the same shift as the vacancy, if available without involving overtime.
- 21. On jobs operating eight, sixteen or twenty-four hours per day and classified on Step 2 or General Labour, any suitable replacement available without having overtime work may substitute for an absent employee.
- 22. Clauses (17), (18), (19) and (20) above, a "suitable replacement" shall be defined as an employee who can perform to the Supedrvisor's satisfaction the work of an absent employee.

- 23. Clauses (17), (18), (19) and (20) above, shall not apply to vacancies resulting from an employee temporarily substituting on another job or from a Spare Person operating in their capacity as Spare Persons.
- 24. For periods of less than one week, replacements may be assigned to jobs affected by the "relieving convention" of the Lever Job Evaluation Plan. Such replacements not required to perform the relief duties of the job shall be paid at the evaluated rate.
- 25. Management has the right to assign other duties of a casual or general nature, such as painting, clean-up and minor repair, etc., to employees. This clause shall not apply to projects designated by the Company as capital expenditure involving outside contractors.

Article VI MAINTENANCE SENIORITY

- 1. Employees holding jobs allocated $\boldsymbol{\varpi}$ Group S shall be subject to the following:
- (a) Employees assigned to a job in Group S may apply for a vacancy on another job in Group S and if selected by Management to fill the vacancy, they shall retain their seniority.
- (b) Vacancies on the positions in Group S, so designated by Management and the Union, shall be bulletined and employees will be selected by Management, on the basis of such qualifications as may be agreed from time to time by the Company and the Union.
- 2. (a) Openings, as determinted by the Company which are expected to exceed thirteen (13) weeks, will be posted for three (3) working days stating job class, rate, qualifi-

cations and group. Interested employees may apply in writing, regardless of their position of group, and will be considered under the following guidelines.

(b) Promotions to openings within groups will be based on ability and qualifications, including dependability, as determined by the Company. Efficient plant operation requires that the decision regarding an employee's ability and qualifications for any job must be determined by the Company.

It is understood, however, that notwithstanding anything contained herein, employees will be eligible for promotion or demotion based on qualifications (including dependability).

In cases where more than one employee qualifies to perform the full requirements of the job, and where their ability and qualifications are relatively equal, promotions to openings will be based on seniority.

- (c) For the purposes of promotions or demotions, qualifications will be as follows (notwithstanding any applicable restrictions):
- Employee appraisal (which will be reviewed by the employer, Supervisor, Manager and Co-ordinator).
- Related job experience.
- Unrelated job experience.
- Attendance record/disciplinary record.
- Appropriate test results.
- (d) The job selection process will be as follows:
- (i) Each application will be reviewed by the Plant Manager, Department Managers, Supervisors, Coordinator and Industrial Relations Manager.
- (ii) Applicants will be interviewed by two (2) members of the group referred to in (i) above.

- (iii) This interview will supplement the information outlined in 5(c).
- (iv) The Union will be informed of the selection prior to any notification.
- (v) All applicants will be informed of the selection individually.
- 3. (a) In the matter of reduction of personnel as determined by the Company, employees shall be laid off in order of seniority, beginning at the lowest step and progressing to the highest step.
- (b) Employees who are full time and members of Local 132 as of March 15, 1989, and who are designated by the Company to be laid off permanently, shall be laid off based on seniority from the lowest step of a group to the highest step of the same group and shall receive a redundancy settlement of:
- 2 weeks of pay for every year of service (prorated for part year service);
- 13 weeks notice of permanent lay-off;
- Job search assistance.
- **4.** If, during the thirteen weeks subsequent to such lay-off, the Company quires additional employees, those employees laid off shall be recalled in the order they were laid off. No change shall be made in their seniority dates.
- 5. Any regular employees laid off due to shortage of work who have been notified in writing by registered letter to their last known address to return to work, and who, within five (5) days, have failed to do so without reasonable excuse, shall be considered to have quit their employment voluntarily, and their existing seniority rights shall thereupon be terminated. When notice, as aforesaid, is sent to an employee, a copy, thereof, shall be delivered

or mailed, concurrently, by ordinary post to the Secretary of the Union.

- **6.** If the employee is absent for any reason for more than thirteen weeks, such employee shall return to the job to which the employee possesses the ability and physical fitness necessary to qualify such employee for that job. For purposes of lay-off, regardless of the job being performed, an employee who is paid for a certain step shall be considered as being on that Step.
- 7. A Chargehand, Relief Supervisor or Working Foreperson may be selected at Management's discretion. A "Chargehand" shall exercise supervision only over an appropriate work area or project team.
- **8.** The Company will pay to specified tradespeople an allowance of \$5.00 per week for new, lost, broken or worn out tools. This allowance shall be paid semi-annually.

Article VII GENERAL SENIORITY

- 1. General seniority is used to apply vacation entitlement, sick pay benefits and if all other requirements are met, seniority will be the qualifying factor.
- 2. Upon giving one week's notice to the Company, it is agreed that employees elected or appointed to do business for the Union shall be given a leave of absence without pay. The leave of absence shall not exceed 52 days per year per elected official of the Union, exclusive of regular monthly meetings with the Company and Conract Negotiations. In the event the Company finds it impossible to liberate any such employee or employees without disrupting the production arrangements of the

Company, the Union shall nominate an alternate or alternates.

3. Up to six months maternity leave of absence, without pay, will be granted to employees who have at least twelve (12) months of service

The maternity leave is to begin not more than twelve (12) weeks prior to birth. The employee shall return to work not more than three (3) months after delivery. She will either return to work after the leave or be on recall, depending on her seniority and ability to perform the job (as per Clause 5). Seniority will continue to be accumulated during the leave period.

The means of determining the start of maternity leave and other matters not stated above, will be done according to the related Clauses in the Employment Standards Act, 1974.

- **4.** The Company will grant leave of absence without pay or benefits to employees elected to public office in municipal, provincial or federal governments provided:
- (a) The period of leave is for one term of elected office;
- (b) The employee requesting leave has seniority equal to or greater than the total period of leave granted;
- (c) All pension and benefit rights are held in abeyance until the employee returns to work or unless the employee pays both the employer and the employee portion of pension and benefit contributions;
- (d) Leave of absence for successive terms of office may be granted provided the above provisions are met. Seniority rights will accumulate during the first term of elected office only; they will not accumulate during successive terms.

5. The Company will co-operate in an endeavour to release any employee having two (2) years' service for the period required (maximum is twelve (12) continuous months) to enable them to enroll in a Company-approved course of full-time study at a recognized educational institution.

Such leave of absence shall be without pay and all pension and benefit rights will be held in abeyance until the employee returns to work, unless the employee pays both the employer and employee portion of pension and benefit contributions.

In considering such leave for eligible employees, the Company will review:

- (a) Length of leave required;
- (b) Whether the employee can be spared;
- (c) Length of Company service;
- (d) Previous work, attendance and punctuality record;
- (e) Previous leaves;
- (f) Amount of notice given to commencement of leave being sought

Article VIII

PROCEDURE FOR SETTLING GRIEVANCES

- 1. The parties hereto shall meet promptly through their authorized representatives respectively to discuss and adjust any dispute and/or grievance which may arise between the parties and such meetings shall be held on the Company's time.
- 2. Every effort shall be exerted mutually to adjust any and all grievances and/or disputes which may arise.

- 3. A Negotiating Committee (representing solely the employees of the Company) **consisting** of seven members, all of whom shall be regular employees of the Company, shall be elected by the employees of the Company who are members of the Union, in a manner determined by the Union, and the Company shall be kept informed by the Union of the personnel of such Committee. At no time will the number be allowed to exceed seven. In addition, a member of the International Union of the Teamsters Chemical, Energy and Allied Workers, I. B. of T.C.W. & H. of **A.** will be permitted to attend.
- 4. In any dispute or grievance arising out of this Agreement between the employee or employees and the Company, it is desirable that the employee or employees directly affected shall first discuss the matter with the Supervisor concerned. The Company may refuse a dispute or grievance unless the circumstances and conditions upon which it is based have originated or occurred within ten (10) working days of its written presentation as a grievance.
- **5.** If the employee or employees or the Union decide that the matter constitutes a dispute or grievance, it shall settled within the designated times (i)-(v) below, and by the following procedure:
- (i) a First Step Grievance Meeting will be held within ten (10) working days following a request for such a meeting;
- (ii) a Second Step Meeting will be held within fifteen (15) working days following the receipt in Personnel of the Second Step Request. In the event that the Second Step Meeting is not held within the prescribed or agreed limited, the Grievance will automatically proceed to the next Third Step Meeting, unless the Second Step Meeting can be held in the interim;

- (iii) a Third Step Meeting will be held within twenty (20) working days following the receipt in Personnel of a written Third Step Request;
- (iv) A Fourth Step Meeting will be held within thirty (30) working days following the receipt in Personnel of a written Fourth Step Request;
- (v) these time limits may be extented by the mutual agreement of the Manager, Industrial Relations and the Chief Steward.

First Ster

- (a) Subject to part (b), the aggrieved employee, together with such employee's department Steward, meets with the Supervisor of the department in which the aggrieved employee works and presents, in writing, such employee's grievance. The Supervisor shall deal with the grievance and deliver an answer in writing to the Steward not later than the second working day following the first step meeting.
- (b) When an incident that gave rise to the grievance or the nature of the grievance is such that it can be more effectively dealt with by a Supervisor other than the Supervisor of the Department in which the grievor is working, then, with the agreement of the Manager, Industrical Relations and the Chief Steward of the Union, arrangements will be made to process the grievance with the more appropriate personnel.

Second Step:

If the decision of the Supervisor is not satisfactory to the employee concerned and/or the Union, a request for a Second Step Meeting shall be filed with the Supervisor within three (3) working days following the day on which the answer from the First Step was delivered. The Second Step Meeting shall consist of: the aggrieved employee, together with the grievor's department Steward, and the Chief Steward shall meet with the Supervisor of the department in which the aggrieved employee works, subject to (b) above, and a representative of the next higher level of Management, together with the Manager, Industrial Relations of the Company. The decision of the Company on the Second Step of the Grievance Procedure shall be delivered to the Chief Steward of the Union within three (3) working days following the Second Step Meeting.

Third Step:

If the decision at the Second Step is not satisfactory to the employee concerned and/or the Union, a request for a Third Step Meeting must be lodged with the Personnel Department within five (5) working days of the date on which the decision reached at the Second Step Meeting has been delivered to the Chief Steward. A Third Step Meeting shall consist of the Union Negotiating Committee, the Vice-president, Human Resources and any additional Management representatives desired by Management, provided that the total number of Management representatives shall not exceed the total number of Union representatives.

If it is necessary to proceed to the Third Step due to failure to hold a Second Step Meeting within the limits as set out in (ii) above, then the Third Step Meeting will consist of those named in the previous paragraph and, in addition, the grievor and the department Steward having full participation.

The decision of the Company on the Third Step of the Grievance Procedure shall be delivered to the Chief Steward of the Union with five (5) working days following the Third Step Meeting.

Fourth Step:

If the decision of the Third Step is not satisfactory to the employee concerned and/or the Union, a request for a Fourth Step Meeting must be lodged with the Personnel Department within ten (10) working days of the date on which the decision reached at the Third Step Meeting has been delivered to the Chief Steward. At the Fourth Step, the Union Negotiating Committee, together with the Canadian representative of the Teamsters Union or other representatives of the Teamsters Union shall meet with the Human Resources Director, together with the Director of Manufacturing of the Company, and any additional Management representatives if desired by Management, provided that the total number of Management representatives shall not exceed the total number of Union representatives. The decision of the Company on the Fourth Step of the Grievance Procedure shall be delivered to the Chief Steward of the Union within five (5) working days following the Fourth Step Meeting.

Fifth Step:

If the aggrieved party is not satisfied with the decision rendered at the last Fourth Step Meeting, and if the matter constitutes a difference between Company and the Union as to the application, interpretation or violation of the provisions of this Agreement, they shall, within five (5) normal working days after the date on which the decision reached at the last Fourth Step Meeting has been delivered to the Chief Steward, notify the other party of thier dissatisfaction. If no notification of dissatisfaction is received, the grievance shall be considered as being settled at the Fourth Step.

In the event that notice of dissatisfaction is given, one party by the other, within the prescribed time limit, the matter may at the demand of either party be carried to

the next higher step, providing notice of such action is given, one party by the other, within ten (10) normal working days of the date of the last Fourth Step Meeting. If no such notice is given the grievance shall be considered as being settled at the Fourth Step.

If such notice is given a Board of Arbitration shall then be formed to judge the issue as presented but shall not modify, enlarge or amend the Agreement.

The Board shall consist of one member appointed by the Union, one appointed by the Company, and a third appointed by such two who shall be the Chairman. In the event that member is not appointed within fifteen (15) normal working days of the date of the last Fourth Step Meeting, the appointment of such member shall be made by the Minister of Labour for Ontario upon the request of either party. The two members appointed shall, within ten (10) normal working days of the appointment of the second of them, appoint a Chairman. If the members fail to appoint a Chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The decision of such a Board of Arbitration shall be final and binding on both parties, but in the event that there is no majority decision of the Board, the decision of the Chairman shall be final and binding on both parties. Each party shall bear the expenses of its own member and one-half the expense of the Chairman.

- 6. (a) Should Management fail to deliver their reply to the Union within the time limits prescribed in any step of the Grievance Procedure, the grievance will be presumed to have proceeded to the next step on the day following the expiry of the time limit in question.
- (b) Should the Union fail to process a grievance to the next higher step in accordance with the prescribed times, the grievance shall be considered abandoned.

- 7. Notwithstanding Section (44), Subsection 6 of the Labour Relations Act, the time limits referred to in Clause (4) and (5) shall be binding on both parties to this Agreement.
- **8.** The Company shall have the right to lodge a grievance against the Union. Such grievance shall be undertaken at the Third Step.
- **9.** The Union shall have the right to process a general policy grievance regarding the interpretation, application or alleged violation of the Collective Agreement, with reference to matters involving the employees as a whole, such grievance to commence at the Third Step.
- 10. No notation concerning the misconduct or inefficiency on the part of an employee shall be placed in the Company's files without written notification to that employee and to the Chief Steward of the Union. Such notations shall concern only those incidents of misconduct or inefficiency which have come to the Company's knowledge within ten (10) normal working days previous to the day on which the employee receives a copy of the notation.
- 11. In the event of an employee's refusal to perform work or to enter a work area that such employee deems to be unsafe, the Supervisor, together with the accredited Safety Representative, will assess the situation to determine the action to be taken. All rights and privileges established under the laws of the Province of Ontario, in respect of Occupational **Health** and Safety, shall form part of this agreement.
- 12. The Company agrees to notify the Secretary and Chief Steward of the Union in writing of the dismissal of any regular employee. Notice of dismissal to a regular



employee shall be in writing and shall be given either personally (with the time limits starting on the date of receipt) or by registered mail (with the time limits starting on the day after the mailing date). If any regular employee is dismissed for any reason whatsoever and feels that he or she has been unjustly dealt with, such employee shall within three (3) working days, notify concurrently, in writing, both the Secretary or Chief Steward of the Union and the Manager, Industrial Relations of the Company. The dismissal in question shall then constitute a grievance and shall be dealt with in accordance with the Grievance Procedure set out above commencing at the Second or Third Step at the option of the employee concerned. If subsequently it is decided that the employee was unjustly dismissed, such employee shall be reinstated in their former job and shall be compensated for all time lost at their regular rate of pay.

13. There shall be no strike, slowdown or stoppage of work on the part of the Union or any of its members or lock-out on the part of the Company during the life of this Agreement.

This Agreement will remain in force-until the 15th March 1992, and shall be renewed automatically for successive periods of one year each, provided that either party may give to the other party (within thirty (30) days, but no more than sixty (60) days, prior to the expiration date of this Agreement), thirty (30) days' written notice of its intention to terminate or seek amendment to this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 19TH DAY OF JUNE 1989.

For the Company:

The Common Seal of LEVER BROTHERS LIMITED The Common Seal of LEVER BROTHERS INC. was hereunto affixed in the presence of

- G. J. Franzen, President, Lever Brothers Inc.
- T. F. Kelly, Vice-president, Human Resources
- R. V. Pomroy, Director of Manufacturing

For the Union:

Local 132 of the TEAMSTERS — CHEMICAL, ENERGY AND ALLIED WORKERS I.B. of T.C.W. & H. OF A.

- E. G. Ludgate, President
- D. E. Hart, Vice-president
- D. P. O'Connor, Recording Secretary
- J. J. Phelan, Director Chemical, Energy and Allied Workers

Execution Authorized by,
Teamsters -- Chemical, Energy and Allied Workers
I.B. of T.C.W. & H. of A.

SCHEDULE "A"

Regulations governing plan for payment during disability for employees in the Bargaining Unit represented by Local 132 Teamsters — Chemical, Energy and Allied Workers

cost

The full cost of the Plan is borne by the Company.

General Purpose

The purpose of the Payment During Disability Plan is to provide each regular employee with protection against a major **loss** of income due to absence from work as a result of illness or accident.

A - Conditions

In order to qualify for benefitsy under this Plan an employee must satisfy each of the following conditions:

- 1. Be a regular employee and have completed the necessary qualifying service as defined in "Benefits";
- Be unable to attend work as a result of sickness or accident:
- 3. Notify the Company, at the earliest possible time, of his or her inability to attend work. Under extenuating circumstances, failure to comply with the preceding may be excused, but benefits shall not commence until the time and date a report is received by the Company. ("Notify the Company" shall mean contacting the Guard in the Gatehouse.);
- 4. File an application no later than the first normal working day of attendance following the absence. Applications to be filed at the Health Centre.
- 5. Medical supervision must be obtained from a qualified medical practitioner within 72 hours of the time of the first absence from work;

Under extenuating circumstances failure to comply with the preceding may be excused but benefits shall not commence until the time and date proper medical supervision is obtained. ("Qualified medical practitioner" does not include chiropractor, osteopath, naturopath, or chiropodist unless employee has been referred to them by a qualified medical practitioner).

- 6. If so required by the Company, the employee must produce a medical certificate from a qualified physician in a form satisfactory to the Company, which shall be subject to verification by the Company's Chief Medical Officer.
- The employee must, if so required by the Company, agree to medical examination by a Doctor nominated by the Company.
- 8. Outside of the pregnancy leave period, pregnancy related disabilities will be eligible for benefit.
- 9. In addition, the Company may refuse or terminate the payment of benefits where in their opinion the sickness, injury, or prolongation of absence is attributable to negligence or misconduct or where they are not satisfied that the absence is genuinely attributable to sickness or injury of the employee.
- 10. The Company shall deduct from the benefits payable, the amount of any contribution or payment which would have been deductible from the employee's wages had he or she been at work, and to pay such amount to the appropriate authorities on behalf of the employee.
- 11. The employee shall not take other paid work while in receipt of benefits.
- 12. No employee will be entitled to benefit for a disability arising out of, or in the course of employment with another employer.

- 13. Any employee who obtains benefit under this Plan for absence from work due to disability and receives compensation from a Third Party for such disability shall remit such compensation to the Company up to a maximum of the benefit paid under this Plan, providing, however, that such compensation does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.
- 14. Entitlement to benefits under the Plan shall cease automatically upon termination of employment. Accordingly an employee under notice shall receive benefit only until the expiration of the period of such notice or of the period of benefit as defined below, whichever is the lesser. An employee who happens to be receiving benefits under the Plan when such employee reaches retiring age will not be entitled to any further benefit after retiring, even though that employee's entitlement under the provisions of this Plan has not been exhausted.
- **15.** The Company's decision as to the interpretation of the provisions of this Plan shall be final.

B - Benefits

Subject to the conditions set out above, an employee who is absent from work as a result of sickness or accident will, in lieu of wages, receive up to 6 months benefits not to exceed the following limits:

After completion of 8 weeks' cumulative service and up to one year of service........... 1 week For every completed year of service

Effective March 1987, the only benefit will be at a rate equal to the employee's normal wages exclusive of any overtime or bonus payment.

Employees who have more than six months of this full benefit entitlement as of March 15, 1987 shall cease to accumulate further entitlement and other benefit levels are discontinued. Their entitlement will then be reduced by the amount of benefit received and will not be renewed. Once entitlementhas been reduced to six months or below, entitlement will only be renewable to the maximum six months benefit level.

The benefits shall include in their calculation the waiting periods described below:

Waiting Period:

Such benefits shall commence as follows:

After completion of 8 weeks' cumulative service and **up** to end of 5 years; seniority — **on** the 4th consecutive regular working day of absence.

From the beginning of the 6th year to the end of the 12th year of seniority — on the 3rd consecutive regular working day of absence.

From the beginning of the 13th year of seniority — **on** the 1st regular working day of absence.

Cancellation of Waiting Period:

Benefits withheld during the the waiting period described above will be paid to eligible employees when their absence extends to eleven consecutive regular working days, provided always benefit is available.

C - Exception

Any employee who qualified for benefit, as per above, and who returns to work for a period up to and including five working days, and is again required to be absent from work as a result of the same illness, shall not be required to serve another waiting period, therefore, benefit will commence from the first day of absence.

D - Operation

The period for which an employee is entitled to receive normal and/or reduced benefits in respect of any period of absence will be calculated by reference to the employee's seniority on the day on which the absence starts, but any period during which the employee has received benefits under the Plan or any previous Plan in the twelve months immediately preceding that day will be counted against the employee's entitlement.

E — Temporary Partial Disability

Employees who, because of a partial disability, are temporarily assigned to a job paying a rate lower than the rate for their normal job, will receive their normal job rate for a period of one year and the differences in rates will be charged on a pro-rata basis against any outstanding entitlement as calculated under provision D (Operation) above. However, the Company reserves the right to withhold or discontinue such benefits, where, in its opinion, the employee no longer requires such protection or the partial disability is unlikely to prove temporary.

SCHEDULE "B" (March 15, 1989)

Step A	Code 1-A-1 2 3 2-A-1 3-A-1	Job Title Tower Operator Bar Soap Process operator Chemithon Operator Blow Moulding Operator Raw Material Handler	Rate \$18.795
B	1-B-2 2-B-1 2 3-B-1 2 4 5 6	Mixer Operator Liquids Refiner Operator — Dove Press Liquids Machine Operator Shipper Dispatcher Yard Lift Truck Checker Receiver/Storage Box Car Shipper Pallet Shipper	\$17.860

	C	1-C-1	Mixer Operator (Dish Compounds) Tower Operator Assistant	\$16.930
		3	Perfume Attendant	
		2-C-1	Packing Machine Operator (Powders)	
			Packing Machine Operator (Dish Cpds)	
		2 3	Packing Machine Operator (Bar Soaps)	
			Utility (Blowing Moulding)	
		4 5 7	Comatic Attendant	
		7	Liquid Machine Operator (Ind.)	
		15	Bottle Supply Operator	
ı		3-C-1	Receiver (Plant 2)	
51		2 3	Checker (Material Handling)	
ı		3	Lift Truck Operator (Mtl. Hdlg.)	
		4	Lift Truck Operator (Gen. Whse.)	
		6	Transtaker Operator (Mtl. Hdlg.)	
		8	Shuttle Truck Operator	
		9	Unitizer Operator	
		10	General Helper Mtce.	
		11	Utility Mtc.	
		12	Repack Controller	

SCHEDULE "B" (Continued) (March 15, 1989)

Step	Code	Job Title	Rate
D	4-D-3	Case Packer Operator (Powders)	\$15.995
	4	Utility (Powders)	
	4 5	Utility (Dish Cpds.)	
	6 7	Wrapper Operator (Dish Cpds.)	
	7	Utility (Liquids)	
l	8	Case Packer Operator (Dish Cpds.)	
3	9	Mixer Operators Helper (Dish Cpds.)	
ĭ	10	Case Former Operator (Liquids)	
1	11	Packing Floor Workers (Liquids)	
	13	Blender Operator	
	14	Machine Cleaner (Powders)	
	18	Utility Cleaner (Steam Plant)	
	19	Box Car Helper	
	20	General Helper (Mtce. Stores)	
	22	Utility (Bar Soaps)	
	28	Utility – Ind.	
	29	Liquid Packing Cleaner (Bldg. 36)	
	30	Company Storekeeper	

3	5-3-1	Cleaning Machine Operator Plant 2	\$15.060
	6	Liquids Relief	
	8	Packing Floor Worker (Powders)	
	9	Yard Worker	
	10	General Helper Material Handling	
	12	Blender Helper	
	13	Repack Scrap Shredder	
	17	Maintenance Labour	
	18	Bottle Inspector	
•	21	Tower Cleaner	
l	22	Stretch Wrapper Operator	
Ca)	23	Warehouse Cleaner	
ı	24	Bulk Liquids Packer	
•	25	Grinder — Helper (Blow Moulding)	

SCHEDULE "B" (Continued) (March 15, 1989)

	Step	Code	Job Title	Rate
	2	5-2-1	Cleaner (General Services)	\$14.595
			Cleaner (Raw Material)	******
		4 5	Cleaner (Liquid Packing)	
		6	Cleaner (Powders)	
		7	Cleaner (Bar Processing)	
		9	Repack Labour (General Warehouse)	
		10	Supplementary Labour	
. !		11	Cleaner (Tower)	
54		12	Scrapper/Cleaner (Dish Cpds.)	
- 1		14	Cleaner (Dish Cpds.)	
		15	Painters Helper	
		17	Deal Assembler	
		18	Palletizer – General Warehouse	
		19	Dispenser Packer	
		20	Packer (Bar Soaps)	
		21	Cleaner (Building #35)	
	1	5-1-1	Elevator Operator	\$14.130
	Maintena	ance		
	13 +		Electronic — Elec. Instr.	\$20.195

	13	Electronic Electrician Millwright — Fitter/Welder Automatic Machinist Machinist Millwright — Steamfitter Refrigeration Mechanic	\$19.725
15.	12	Millwright — Steamfitter Combination Welder — Fitter Lift Truck Mechanic Control Electrician 2nd Class Operation Engineer Alt. 2nd Class Operation Engineer	\$19.260
ı	11	Electrician	\$18.795
	10	Carpenter	\$18.325
	9	Insulation Worker Maintenance Technician	\$17.860
	8	Painter Maintenance Service Maintenance Storekeeper	\$17.395

SCHEDULE "B" (March 15, 1990 — March 14, 1992)

Step	Rate March 15, 1990	Rate March 15, 1991		
Manufact	uring Group			
M-1	\$19.735	\$20.720		
M-2	17.775	18.665		
M-3	16.795	17.635		
GEN LAB M	15.325	16.090		
Distribu	tion Group			
D-1	19.735	20.720		
D-2	18.755	19.695		
D-3	16.795	17.635		
GEN LAB — D	15.325	16.090		
Maintenance Group				
S-1	21.205	22.265		
	*21.735	*22.820		
S-2	20-710	21.745		
	*21.205	*22.265		
S-3	20.225	21.235		
	*20.710	*21.745		
S-4	19.240	20.200		
S-5	18.755	19.695		
S-6	16.795	17.635		
* 11 61	1 6 11	1 1 111 4 1		

 $^{^{\}star}$ — Upon successful completion of additional skill training — as determined by Management.

- (1) Employees, who acquire the necessary skills and demonstrate the ability to perform in a rate category higher than that of their listed position, will be paid at the higher rate. Once an employee has established a rate of pay through training or job selection procedure, that rate of pay will only be reduced under the following conditions:
- (i) Job failure;
- (ii) Successful application for a job at a lower rate;
- (iii) Permanent medical placement.

It is understood, however, that selection for training will be based on qualifications, and that training time for such upgrading will be provided at Management's discretion.

An exception to this opportunity is the Dispatcher position in the Distribution Group, on which a limited number of employees will be permitted to train based on expected coverage and vacation relief requirements.

(2) If date of signing is later than March 15, 1989, wage increases will be the only part of this Contract retroactive to that date. All other terms and conditions will be effective date of signing.

SCHEDULE "C"

Regulations Concerning Spare Persons

This schedule is in effect up to and including March 14, 1990.

"Spare Person" is the name used to define an employee who has been trained on all jobs in a specific Department or area and is utilized in the function replacing absentees or filling vacancies created through absence for any reason or filling vacancies created by production requirements.

1. Purpose

The primary purpose of having a Spare Person is to replace employees who are absent from work for any reason. A secondary function is to perform in a vacant job while a new job occupant is being trained. A third function is to minimize the disruption that can result from short-term increases in production requirements.

2. What is a Spare Person's Normal Job?

- (a) Management has the right to determine which job or jobs will be occupied by persons having the additional function of Spare Person. However, the Company agrees to inform the Union of the jobs designated as those to be held by Spare Persons and inform them, in advance, of any additions or changes.
- (b) If a move made in accordance with the Collective Agreement results in a Spare Person being displaced (bumped) from their job and it is decided that the Spare Person can function from a job on a lower step in the Department, then the employee will be permitted to move to the lower step and to continue as Spare Person.

3. Spare Person Obligation

It is agreed by Union Management that employees who accept the function of Spare Person and its subsequent investment in training, and who voluntarily desire to relinquish this function, have a moral responsibility of considerable magnitude to continue to function in the Spare Person capacity until released by Management or their replacement is adequately trained. Should a Spare Person indicate that they wish to relinquish their Spare Person functions and accept a promotion or transfer, but it is desirable that they be retained as Spare Persons past the date of the promotion opportunity, they shall be retained and their move will be made on paper.

4. Definition of the Words "Immediately Available"

A Spare Person will be deemed to be "immediately available" when:

- (a) They are not currently functioning in their capacity as Spare Person.
- (b) They can be contacted and are able to report when required.
- (c) They have been off-duty at least one shift.
- (d) They are not scheduled to act in their capacity as Spare Person on their next regular scheduled shift.
- (e) To act would not require them to work two shifts on a calendar day, Monday to Friday inclusive.
- (f) A replacement can be obtained to perform their work without involving overtime, Monday to Friday, except that the replacement would work the same hours as would have been required of the Spare Person on their normal job.
- (g) On Saturday or Sunday, a replacement can be obtained without involving working a person more than eight hours in a twenty-four hour period, except that the

replacement would work the same hours as would have been required of the Spare Person on their normal job.

(h) No other Spare Person is immediately available and Spare Persons are currently functioning in their capacity as Spare Person on Step 3 and a suitable replacement can be obtained without involving overtime.

5. Overtime

Other situations that arise have to do with the status of the Spare Person relative to overtime and/or the status of the Operator the Spare Person is replacing in respect to overtime:

- (a) The principle to be followed is that an employee will be assigned daily overtime only on the job such employee is performing on the day in question and Saturday overtime only on the job such employee is performing on their last regular shift of the week.
 - (b) Exceptions to this are as follows:
- (1) Members of the Bargaining Unit who may be absent solely for the purpose of Union business or meetings arranged by Management will remain eligible for overtime when such overtime is scheduled before the employee leaves the Department or they can be contacted at a prior designated point of contact. Where Spare Persons are filling in under the above circumstances they will have the right to return to ther own job and claim overtime.
- (2) Where it is possible to utilize a Spare Person, who is immediately available, to prevent the working of 12 hour shifts on a Saturday in the replacement of an absentee, a Spare Person will be assigned to cover the vacancy.

- (c) This will mean that, when a Spare Person replaces another employee, who is absent for any reason, they **shall perform soley the overtime of the person they are** replacing.
- (d) On a daily basis, if the Operator does not return to their job by the end of the shift, they are ineligible for overtime on that job.
- (e) On a weekly basis, if the Operator does not return to their job by the end of their last regular shift of the week, they are ineligible for Saturday overtime.
- (f) Likewise, when Spare Persons are operating in their capacity as Spare Person, they are not eligible to return for overtime on their own job on the same basis as above.
- (g) This is also interpreted to mean that when a Spare Person is occupying the job of an Operator, and there is normally a start-up operation, the Spare Person who is operating for the Operator handles the start-up on the day that the employee such Spare Person is replacing is due to return to work. The returning employee returns at the start of such employee's normal shift time.
- (h) An exception to this is when the Supervisor is made aware, prior to the end of the normal shift, that the absent Operator will be returning to work on the first normal shift of the week. In this case, the returning employee is responsible for any start-up involved, providing such employee has notified the Supervisor prior to the end of such employee's normal shift that they will be returning to work. Otherwise, the Spare Person will act.
- (i) In connection with Sunday overtime, if the Spare Person is not required for such overtime in their capacity as Spare Person, they will be eligible for Sunday overtime on their own job only when a new replacement for them has been assigned to replace them commencing that week and they will not work 16 continuous hours.

(j) By this means, you get consistently the situation that whenever one employee replaces another, such employee works the overtime of the person they replace.

6. Replacement for Assigned Overtime

Both Management and Union agree that, whenever practical, it is highly desirable to limit overtime so an individual is not required to work a period of more than twelve consecutive hours. Accordingly, when an Operator on a triple shift is required to work 12 hours to fill in for an absent employee and the employee wishes to secure a replacement, the other Operator also assigned 12 hours will not be entitled to work 16 hours. The replacement must be secured from the Operator's normal shift and presumably would be the Spare Person.

7. More Than One Vacancy On A Shift

- (a) Whenever more than one vacancy occurs simultaneously on a shift, the Spare Person originally assigned to the shift will be assigned to the vacancy paying the highest
- (b) If, after a normal week commences, the Spare Person has been assigned to a vacancy and a second vacancy occurs on a shift at a higher rate, the originally assigned Spare Person is considered as not being "immediately available" and any other Spare Person in the Department who is "imediately available" can be assigned to that vacancy. However, where there are no Spare Persons "immediately available", they can be made so by the action of Management in providing a replacement for them when their services as Spare Persons are more urgently required on another vacancy. It is not obligatory for Management to make the Spare Person "immediately available" even though replacements are available when the vacancy can be filled in another manner

(e.g. employee on lag), without involving overtime. If, subsequently, the number of vacancies are reduced to one, the Spare Person originally assigned the shift will fill it.

- (c) This is in keeping with the definition of "immediately available" outlined previously.
- (d) It should be clarified that "Spare Persons" will always be paid the rate of the job they are doing (no less than base rate) except when they are "immediately available" but are not used to fill a vacancy due to the absence of an employee but shall be paid the rate of the absent employee.

8. Temporary Production Requirements

- (a) When there is an increased production requirement for a period of not more than four weeks, there are four options available:
- (1) Use personnel on lag from a job at the same or higher step than the vacancy;
- (2) Make promotions;
- (3) Use the Spare Person;
- (4) Split the shifts for persons occupying the same job on the preceding and following shifts.

Any one of these combinations or any of all four can be used and there is no priority.

9. Week Definition

For the purposes of this Schedule "C", a week is recognized vs being Sunday to Saturday inclusive.

10. Training Arrangements

(a) In the case of a new method, new process, etc., training may be performed by the Supervisor, Development and Control Personnel, Engineering, etc.

- (b) When an employee is "bumped" seniority-wise by another employee, the bumped employee may be retained to train the new employee to the extent of such employee's lag period. The balance of any training to be completed by other Operators or Spare Person. The lag may only be extended by mutual agreement between the Company and Union.
- (c) A Spare Person may be utilized to fill a vacancy while an employee is being trained, or the Spare Person may train the employee at Management's option, but in such case all of the foregoing will apply.

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SCHEDULE "D"

Operation of Lag

1. Purpose

The purpose of lag is to return trained personnel to jobs from which they have been displaced for any reason. Their right to return to such jobs is protected for a period of 13 weeks, during which time the employee is obligated to return to the job should they be required.

2. Qualifications

To qualify for lay an employee must have been performing on **a** job in a group at a rate of pay or higher than that from which such employee **is** to receive lag for a period of four consecutive weeks prior to lag commencement.

3. Return to Job Lag

Employees shall be returned to their job if, during the 13 weeks lag period, their services are required on their job for a scheduled week of five consecutive days. Such return re-qualifies employees to lag should they serve the major portion of a scheduled week.

For periods of less than a scheduled week, the Company may, in its discretion return the employee on lag to their job, but the employee shall not re-qualify for lag rights unless they service on their job for a period of three consecutive days.

4. Utilization of Personnel on Lag

(a) During the lag period, Management may place the employee on any vacant job, any temporary vacancy due to absence for any reason and any temporary vacancy because of a change in production requirements, as outlined

in Clauses 18, 19 and 20 of Article V and Schedule "C", Clause 8.

(b) In general and to the extent practicable, normal shift rotation will be maintained during the lag period. If any lag personnel are to be retained in the department on other jobs, deferrable or otherwise, the senior employees on lag shall be retained where practical.

5. Shutdowns

Factory shutdowns of one week or more are not included in the lag period, **so** no lag terminates during these shutdowns. Personal vacations, taken at other times, do consume the lag period.

6. Permanent Elimination of a Job

When a job is permanently eliminated in a group while in that group. If the individual applies and is accepted to a position in another group he will retain his rate at time of entry until the new job rate increases to his rate. If the new job rate is higher than his rate, the new rate applies.

7. Transfer to Another Group

The lag of an employee will be terminated if, during the lag period, they accept a transfer to another group.

8. Lag for Temporary Promotions

In general, it is agreed between the parties that lag is not available from a temporary vacancy to an employee who is promoted in order to fill that temporary vacancy.

It is understood, however, that an employee filling a job normally occupied by a Spare Person may be eligible for rate lag in the event that the Spare Person is absent from the job for a lengthy period of time. Such arrange-

ments would be a matter of discussion between the Chief Steward and the Manager, Industrial Relations.

9. To Avoid Adverse Effects on other Employees resident on the Step

There can be no transfer into a group or regular promotion to a step in the group while any person entitled to the group and/or step is acting as a replacement for an employee absent from that group and step for a period up to three months.

10. Commencement of Lag Period

An employee having been displaced from their job shall immediately begin their lag period regardless of whether or not they are retained on the job to accommodate the training of a new person. Their lag should then continue for 13 consecutive weeks and can only be broken if they are required to return to the job by reason of production requirement.

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