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This Agreement Effective Date of Signing

BETWEEN

LEVER POND'S, A Division of UL Canada Inc., 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. 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 the 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.
  
2. The Parties are committed to a jointly developed Philosophy and Values statement which enables them to continuously improve the competitiveness of the business, quality of life, and interests of all employees, by working together.

RECEIVED

September 25, 1997

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- 7 Departmental Agreements are a 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 Committees before going into effect. Also, all Departmental Agreements are to be ratified on a yearly basis at the regular monthly meeting in January of each year.
4. 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 Lever Pond's Limited 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, the 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 Company recognizes the Union as the sole collective bargaining agency for all employees with respect to wages, hours of work, and with respect to such terms and conditions of employment as are dealt with in this Agreement.
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 parties agree it is their intention to meet, not less than once a month, to discuss matters of broad general interest to both parties.
5. (A) All employees who have not completed a cumulative service period of thirteen (13) working weeks with the Company (excluding absence or overtime) shall be probationary employees, but if retained thereafter in the employ of the Company shall be regular employees except as provided in Article I, Clause 5(B), 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 with the Company (excluding absence or overtime), 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.
  
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-Treasurer 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-Treasurer 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. (A) The Company will pay, on behalf of all employees, 100% of the monthly premiums for Ontario Health Insurance Plan (O.H.I.P.).  
(B) For all regular employees and for their eligible dependents, the Company will provide the agreed major-medical and semi-private hospital insurance coverage.  
(C) 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 14(B), 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 present 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.  
(D) For all regular employees 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.

- (E) For all regular employees, the Company will provide the agreed Long Term Income Continuance Plan. The premiums for the plan will be 100% Company paid.

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

- (F) Beginning March 15, 1992, for all regular employees, the Company will provide thirty thousand dollars (\$30,000.00) Group Life Insurance for all regular 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.

- (G) 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, with the exception of Pensioners over age 65, who are entitled to semi-private hospital and \$1,000 group life insurance.

- (H) Employees will be offered an opportunity, on an annual basis, to participate in an enhanced benefit plan which includes a drug prescription card, enhanced vision care, and orthodontia. Once an employee has changed to the enhanced benefit plan, they will not be permitted to change back to the old plan. In addition, all employees hired after September 15, 1997, will be required to join the enhanced benefit plan, however any current employee who wishes to remain in the old plan may do so for the remainder of their career..

Employees participating in this opportunity will be required to pay *fifty* percent (50%) sharing of all premium increases from the 1998 premium levels.(i.e., Life Insurance, LTD, Major Medical, Dental)

- (I) All employees must provide dependant and benefit coordination information to the Company by December 31, 1997, and annual updates as required.

15. (A) All employees who are now members of the Unilever Canada Pension Plan, or who at a future date become members of the Unilever Canada Pension Plan, shall continue to be members.
- (B) Membership and pension entitlement shall be in accordance with the rules of the Unilever Canada Pension Plan.
- (C) Employees shall be retired from employment on attaining age 65.

16. (A) The Company and the Union agree that the Health and Safety of the workers is of paramount importance. The Company shall make reasonable provisions for the Health and Safety of employees during working hours.

It is agreed that all members of both parties commit to meet their responsibilities under the accepted Health and Safety rules, Lever Pond's guidelines, the Occupational Health and Safety Act, and Regulations made under the Act.

In the event that there are any amendments to the Act, which affect either party, those amendments will be a matter of discussion between the *two* parties for the purpose of mutual satisfaction.

- (B) The Company and the Union each shall appoint five (5) representatives to a Joint Occupational 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.
- (C) The wearing of acceptable safety shoes and eye protection appropriate for the workplace is compulsory for all employees while on Company premises. For each regular employee, the Company will provide and replace this equipment as required.

17. (A) No person employed on a job outside the Bargaining Unit shall perform on 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.

(B) Article I, Clause 17(A) 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 the Company to avoid the need for appointing additional employees to a job where an increased workload would require it.

18. The Company 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.

19. The Company will pay a tool allowance of three hundred and twelve dollars (\$312.00) per year to specified tradespeople. This allowance will be paid on the first pay following March 15th of each year.



## 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 Article II, Clause 4, there shall be no change, during the life of this Agreement, in the job rates as set forth in Schedule "B", except to add 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 Job 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 (30) days by the Job Evaluation Committee on the basis of the Lever Job Evaluation Plan. The Committee will consist of three (3) Union and three (3) Management personnel.

If the Job Evaluation Committee is not in agreement, they shall, within ten (10) 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 (30) 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 (1/2) the expense of the Umpire.

The evaluated rate shall then be made effective as of the commencement date of the new job, subject to Article II, Clause 2.

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

Jobs shall be re-evaluated within thirty (30) 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 (1) degree in one (1) 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 the Company's discretion, based on qualifications as determined by the Company.

A "Relief Supervisor" shall be selected, at the Company'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 seven per cent (7%) of the LP-2 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 nine per cent (9%) of the LP-2 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 ten per cent (10%) of the LP-2 rate, while they are so engaged.

## ARTICLE III

### HOURS OF WORK

1. Normal hours of work shall be a forty (40) 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 (7) 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)** Normal shift times will be as follows:-  
  
"A" shift      11:00 p.m. - 7:00 a.m.  
"B" shift      7:00 a.m. - 3:00 p.m.  
"C" shift      3:00 p.m. - 11:00 p.m.  
  
However, at the option of the Company, for efficient plant operations, staggered starting or quitting times may be designated for certain employees or positions.  
  
**(B)** Employees' shift times may be altered from those shown in Article III, Clauses 3(A), by mutual agreement, between the employees and their Supervisor. This agreed period will be regarded as the employee's regular shift.
  
4. Hours worked as part of a regularly scheduled shift pattern (Article III, Clauses 1 & 2) on "C" shift and "A" shift, Sunday to Saturday inclusive, shall be subject to a shift premium for regular employees. The hourly rate for such shift premium shall be five per cent (5.0%) of the previous outgoing rate for LP-2.

5. There will be no duplication or pyramiding of overtime and/or shift premiums.
  
6. 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 (1 & 1/2) times their regular rate, if they have not been notified of such change at least forty-eight (48) hours prior to the starting time of their posted scheduled shift on the day the change is effected.
  
7.
  - (A) It shall be the responsibility of the employees working in a Department, in which overtime work becomes necessary, to undertake such work, except as provided in Article III, Clause 7(G). Overtime work shall be distributed as equally and impartially as possible among the employees who normally perform the work.
  
  - (B) All hours worked before or after a regularly scheduled eight (8) hour shift, which are in excess of eight (8) hours in any twenty-four (24) hour period from Monday to Friday inclusive, shall be paid at one and one-half (1 & 1/2) times the regular rate.
  
  - (C) All hours worked on Saturday, up to eight (8) hours, will be paid at one and one-half (1 & 1/2) the regular rate.  
  
All hours worked on Sunday will be paid at twice (2x) the regular rate.
  
  - (D) All overtime hours worked in excess of eight (8) hours on a Saturday shall be paid at twice (2x) 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 one and one-half (1 & 1/2) the regular rate.
  
  - (E) When an emergency exists, hours, which are in excess of twelve (12) continuous hours, will, at the Company's discretion, be considered mandatory. All hours worked, which are in excess of twelve (12) continuous hours, shall be paid at twice (2x) the regular rate. Employees will not work more than twelve (12) hours in any calendar day, with the exception of an emergency.
  
  - (F) For employees on a scheduled seven (7) day operation, all hours worked on the first scheduled off-day, up to eight (8) hours, will be paid at one and one-half (1 & 1/2) times the regular rate.

Hours worked in excess of eight (8) hours on the first scheduled off-day will be paid at twice (2x) the regular rate.

- (G) For employees on a scheduled seven (7) day operation, all hours worked on the second (2nd) consecutive scheduled off-day will be paid at twice (2x) the regular rate, provided the first scheduled off-day was worked. Hours required on the second (2nd) consecutive scheduled off-day will be considered voluntary, provided the first (1st) scheduled off-day was worked. When an emergency exists, this overtime will, at the Company's discretion, be considered mandatory.
- (H) Employees, who arrive late for their regular scheduled shift, will not be paid overtime rates until they have worked eight hours on the day the lateness occurred.
- (I) In order for overtime to be considered Job Continuity, it must be:
1. Unscheduled.
  2. The result of a breakdown and required to maintain production.
  3. Performed as a continuation of the shift during which the breakdown occurred, to a maximum of four (4) hours.

Any overtime which does not meet this criteria must be allocated according to the overtime agreement.

NOTE: This criteria only applies to tradespeople during regularly scheduled shifts.

8. Employees, who are qualified, may mutually elect to switch or exchange shifts, provided 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 Article III, Clauses 6 & 7.

9. 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 their Supervisor.

10. A lunch period shall consist of one-half (1/2) hour's absence from the job in each shift of eight (8) 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.

11. 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.

12. (A) Subject to Clause 12(B), all employees shall be paid for the Holidays listed below at their regular rates without being required to render service for such holidays, provided they are entitled to wages (including sick pay) for both their scheduled working day immediately preceding and their scheduled working day immediately following the paid Holiday, or have been granted Leave of Absence by the Company. The Holidays which shall be observed are as follows:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Four days selected  
(Fourth selected day to be mutually agreed)

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.

Any employee who works on one of the thirteen (13) Statutory or Selected Holidays, as per Article III, Clause 12 (A) of the Collective Agreement, will be required to indicate within seven (7) calendar days, in writing, if they wish to take a Lieu Day without pay. Failure to provide written notification within the prescribed time limit will result in the employee forfeiting their right to a Lieu Day.

Lieu Days must be taken off within thirty (30) calendar days of worked holiday, except for the Christmas and New Year period, in which case, the Lieu Days must be taken by the end of the following March.

The employee, Area Manager, and the Department Steward will mutually agree on the requested Lieu Days to be taken off within the prescribed time limit, and the date will be recorded by the Area Manager and the Department Steward. Once a date has been mutually agreed, the employee must take that Lieu day off without pay.

- (B) Leave of absence, which is at the complete discretion of the Company, granted for a period of one (1) to fifteen (15) regular working days, shall not render an employee ineligible for payment for any of the Holidays provided in Article III, Clause 12(A) which immediately precedes, follows, or falls within such Leave of Absence, provided the employee is entitled to wages (including sick pay) for either the working day immediately preceding or the working day immediately following the paid Holiday or approved Leave of Absence.
13. All time worked on a paid Holiday shall be paid at twice (2x) the regular rate, in addition to eight (8) hours pay at the regular rate.
  14. 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 be paid four (4) hours pay at their regular rate.
  15. Employees who report for work and commence work, but, by reason of some breakdown in the plant, are not required for work, may be laid off for the balance of the day, but shall be paid eight (8) hours pay at their regular rate.
  16. When it is necessary to call in employees to work at any time outside their normal shift or their normal operating hours, they shall be paid a minimum of four (4) hours at their regular rate.
  17.
    - (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.
    - (C) **An** employee who ~~has~~ failed to notify the Company, as required, may be sent home, without pay, and considered absent for the shift.

(D) An employee who fails to report for work within the first two (2) hours, or who calls in and subsequently fails to report within the first four (4) hours of any scheduled work period, shall be considered absent.

18. (A) If the Union wishes any employee, Union Executive, or Steward to leave their Department, or the Company's premises, on Union business, requests for such Leaves shall be forwarded to the Manager, Industrial Relations or a specified designate, by the President of the Union or a specified designate.

(B) Any member of the Union, who wishes to leave their work area, or the Company premises; on Union business, shall not do so without the permission of the Supervisor.

19. Leaves of Absence, with pay, will be granted to attend the funeral of a member of the immediate family as follows:

(a)

Up to Three Days:

Mother  
Father  
Husband  
Wife  
Child  
Parents-in-Law  
Brother  
Sister  
Daughter-in-Law  
Son-in-Law  
Grandchild

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

(b)

One Day:

Brother-in-Law  
Sister-in-Law  
Grandparents

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



## ARTICLE.IV

### VACATIONS

I. (A) Subject to all other applicable provisions of this Article, vacation entitlements shall be based on the following schedule:-

- i) Up to one (1) year seniority:- One (1) day for each five (5) weeks completed service between May 1st and April 30th, inclusive
- ii) The two (2) week, or ten (10) day entitlement is awarded in the same calendar year as the first (1st) anniversary of the employee's seniority date.
- iii) The three (3) week, or fifteen (15) day entitlement is awarded in the same calendar year as the fourth (4th) anniversary of the employee's seniority date.
- iv) The four (4) week, or twenty (20) day entitlement is awarded in the same calendar year as the eighth (8th) anniversary of the employee's seniority date.
- v) The five (5) week, or twenty-five (25) day entitlement is awarded in the same calendar year as the twentieth (20th) anniversary of the employee's seniority date.
- vi) The six (6) week, or thirty (30) day entitlement is awarded in the same calendar year as the thirtieth (30th) anniversary of the employee's seniority date.
- vii) For the purposes of calculating part year entitlements, the following criteria will apply:-

2 week entitlement	1 day
3 week entitlement	1-1/2 days
4 week entitlement	2 days
5 week entitlement	2-1/2 days
6 week entitlement	3 days

(B) In all instances, payment for vacation entitlements is based on eight (8) hour days. (An entitlement of ten (10) days represents eighty (80) paid hours, etc.)

2. The calculation period to determine the number of five week periods, referred to in Article IV, Clause 1, shall be May 1st to April 30th.
3. 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. **(A)** In the event that an employee's service with the Company is terminated for any reason, other than retirement, the employee shall receive, in lieu of vacation payments provided herein, four percent of earnings for any incomplete vacation calculation period. The calculation period is defined as May 1st to April 30th.  
  
**(B)** Any employee retiring from the Company who is entitled to two (2), three (3), four (4), five (5), or six (6) weeks of vacation shall receive vacation pay at the rate of four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), and twelve per cent (12%), respectively, of his/her earnings, as the case may be, for the period worked from the previous May 1st to the date of retirement.
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 employee's vacation pay.
6. **(A)** Employees will be granted vacation requests in order of seniority on the following basis:
  - i) Requests are submitted, in writing, prior to April 1st of each year for that year's entitlement.
  - ii) Provided requests are submitted by April 1, All employees will be granted two (2) weeks vacation, in order of seniority, before requests are considered for the third, fourth, fifth, or sixth week of entitlement.
  - iii) Employees who are entitled to three or more weeks of vacation will be granted ~~their third~~ <sup>their third</sup> week of entitlement in order of seniority before requests are considered for the fourth, fifth, or sixth week of entitlement. This process also applies to the fourth, fifth, and sixth week of entitlement.

- iv) The maximum amount of employees allowed on vacation at any time in a particular department will be determined by the Area Management, through consultation with the department Union representation, and will be communicated to the departmental employees prior to the vacation requests being required.
  - v) For the purpose of seven (7) day, twelve (12) hour shift patterns, a block of scheduled days will be considered equal to one (1) week.
  - vi) Employees who fail to submit their vacation requests by April 1 of any year will have their vacation scheduled through mutual agreement with their Area Manager, or, in the event mutual agreement cannot be reached, their vacation will be allocated by the Area Manager.
  - vii) In the event an employee has their shift pattern changed after the vacation schedule has been approved, requests to reschedule vacations will be considered provided the majority of employees in the department wish to **do** so, and the Area Management is notified within fourteen (14) days of the notice of the shift pattern change.
  - viii) Employees may alter their approved vacation time with the mutual agreement of their Area Manager.
  - ix) In the event an employee's vacation is cancelled by the Company, the rescheduling of that vacation will be considered a special circumstance and will be the subject of discussions between the parties
- (B) 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 period as far as possible in advance and shall receive vacation pay before the beginning of such period.
- (C) When an employee has received notification of approval of their selected vacation, the Company will not change the selected times unless there is an emergency. In the event of a cancellation of a vacation, the Company will reimburse the employee for any documented expenses incurred.

Approval of the selected vacation applies only to the position held when the vacation was approved.

## ARTICLE V

### SENIORITY

1. When an employee has become a regular employee by completing the probationary cumulative service period of thirteen (13) working weeks (excluding absence or overtime), such employee shall be granted seniority dated retroactively to the date of that employee's last recall from temporary lay-off prior to the completion of such employee's probationary period.
  
2.
  - (A) Temporary lay-off is defined as a period not exceeding thirteen (13) continuous weeks.
  
  - (B) In the event of an employee becoming surplus to requirements, temporary lay-off shall be in reverse order of seniority within the step, beginning at the lowest step and progressing to the highest step.
  
  - (C) For purposes of lay-off (temporary or permanent), regardless of the job being performed, an employee who is paid for a certain step shall be considered as being on that step.
  
  - (D) For the purposes of layoff, temporary or permanent, nine (9) senior employees, who are being paid less than the M-1 rate of pay, shall be considered to be on the M-1 step. This clause shall only apply to employees who were full time and members of Local 132, as of March 15 1989.
  
  - (E) If, during the thirteen (13) week period of temporary lay-off, the Company requires additional employees, employees laid off shall be recalled in the reverse order of which they were laid off. No change shall be made in such recalled employees' seniority dates. 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 (4) 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 in reverse order of seniority, from the Supplementary Labour Group first, the General Labour Group second and then from the lowest step of either the Manufacturing or the Trades Group to the highest step of the same Group. The General Labour Group shall consist of those employees who are being paid the LP-2 rate.

For the purpose of permanent lay-off, the plant will be divided into the following Groups:

1. Supplementary Labour
2. General Labour
3. Manufacturing or Trades

- (B) Employees who were 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 Article III, Clause 3(A), will receive a redundancy settlement of:

Two' (2) weeks pay per completed year of service.

Thirteen (13) weeks notice, or pay in lieu of notice, of permanent lay-off, at the Company's discretion.

Job search assistance during the notice period.

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 Article V, Clause 3(B), and is re-employed 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, Article V, Clause 3(B) shall not apply.
- (E) An employee 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) Is not a regular employee and who was not a member 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 one (1) calendar week, have failed to do so without reasonable excuse, shall be considered to have resigned, 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, to the Chief Steward of the Union, or a designated alternate.

5. Job selections will be based on mutually agreed qualifications.

Where more than one employee qualifies to perform the full requirements of the position, and where their qualifications are relatively equal, selections will be based on seniority.

6. Openings, as determined by the Company, which are expected to exceed thirteen (13) weeks, will be posted for one (1) calendar week. Job class, rate, qualifications and Group will be stated in the posting. Interested employees may apply in writing. Note: Application form to be drafted by mutual agreement.

**(A)** All job selections will be based on the following criteria:-

- Performance Memoranda.
- Attendance record.
- Disciplinary record.
- Appropriate test results (mutually agreed tests).
- Applicable restrictions.

**(B)** The job selection procedure will be as follows:

(i) Each application will be reviewed by:-

- \* Two Management designates
- Two Union designates

(ii) A short list will be developed based on the following criteria:-

- Performance Memoranda.
- Attendance record (three (3) or less incidents).
- Disciplinary record.
- Applicable restrictions.

Note:- Attendance record, disciplinary record and performance memoranda will be based on the previous twelve (12) months from the posting closing date.

(iii) Applicants meeting the criteria outlined in clause 6 **(A)** (ii) will participate in mutually agreed testing under the following conditions:

a) There will be a Job Selection Committee (Two Union, Two Management), which will meet regularly to review the process and recommend any changes on an ongoing basis.

b) Testing will be applied to all job postings in the following manner:

LP-3 -Verbal Reasoning(VTS1-Following instructions)  
-Numerical Reasoning(NT6.1-Numerical Reasoning)

LP-4 -Verbal Reasoning(VTS1-Following Instructions)  
-Numerical Reasoning(NT6.1-Numerical Reasoning)

LP-5 -Verbal Reasoning  
(and above) -Numerical Reasoning  
-Additional skill tests (maximum of 3)

-All tests for LP-5 and above to be determined by the Selection Committee through the agreed Work Profiling System.

c) To be selected for any position, applicants must achieve a pass score (60%) on each of the Verbal Reasoning and Numerical Reasoning tests outlined in a) and b). For LP-4 and LP-3 positions, applicants achieving a pass score will be considered relatively equal.

- d) For job postings LP-5 and above, all applicants who achieve at least 40% aggregate score on the balance of the tests will be considered relatively equal.

Should no applicant receive an aggregate score of 40%, the matter will be referred to the Selection Committee for mutual agreement and recommendation to the parties for endorsement with regard to the actions to be taken.

- e) Sample tests will be available prior to the actual testing dates.
- f) Test results will be considered valid for two (2) years, unless an employee wishes to rewrite the test for a subsequent posting.
- g) All matters not defined herein are to be referred to the Selection Committee for mutual agreement and recommendation to the parties for endorsement.
- h) Each candidate will have their scores communicated to them by a member of the Selection Committee.
- i) For the purpose of item #4, raw scores will be converted to percentage ( e.g., a score of 19 correct answers out of 36 total questions would translate into 52.8%, a score of 18 correct answers out of 24 total questions would translate into 75%).

For the balance of the tests, aggregate score will be calculated by totalling the number of correct answers from the tests involved and dividing that total by the total number of questions on the tests involved. The resulting number represents the candidate's aggregate score in percentage.

- (iv) Applicants meeting the agreed test requirements for that job will be considered relatively equal and the senior candidate in this category will be selected.
- (v) The group outlined in (ii) will review the test results in order to make the selection.
- (vi) Posting of the successful applicant will be considered as notification to all applicants of the outcome of their applications.



- (vii) **All** job selections will be made within four (4) weeks of the posting closing date.
  - (viii) Successful applicants will be placed in their new job after their replacement (if required) is trained. In any event, the time will not exceed six (6) months.
- (C) It is recognized by the parties that crewing stability is a requirement in order to operate effectively and manage the skill enhancement process. To this end, the guidelines for employee movement will be as follows:
- (i) Employees accepting promotions will, under normal conditions, be required to remain in the job to which they have been promoted according to the following schedule:
 

a)	LP-7 and above	18 Months
b)	LP5/LP6	12 Months
c)	LP-4	9 Months
d)	LP-3	6 Months
  - (ii) Employees accepting lateral transfers (defined as movement from one posted job to another at the same pay rate level) will, under normal conditions, be required to remain in the job to which they have been transferred according to the following schedule:
 

a)	LP-7 and above	12 Months
b)	LP-4/LP-5/LP-6	9 Months
c)	LP-3	6 Months
  - (iii) Changes in technology/equipment, resulting in the creation of new jobs is recognized as an exception to "normal conditions" and Management will undertake to discuss with the Union such other exceptions as may arise through the term of this Agreement.

7. Where, in the opinion of the Company's Chief Medical Officer, and in consultation with the senior Human Resources Manager, an employee is physically unfit to continue performing in their job, the Union Negotiation Committee and the Company shall, by agreement, be at liberty to place such employee in any job within the employee's own Group on the same step or below, or in General Labour, based on the recommendations of the Company's Chief Medical Officer 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 provided the criteria in Article V, Clauses 5 & 6, are 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.

8. 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. Employees have a special claim to a job which they have acquired through the provisions of this Article, and shall not be moved from it, except under the following circumstances:
- (i) **A** further move in accordance with the provisions of this Article.
  - (ii) The creation of a new job resulting from the elimination of two (2) or more present jobs, provided that the elimination of such jobs occurs within thirteen (13) weeks of the creation of the new job. In such case, only the persons on the jobs affected will be considered for the new position, except as concerns any additional employee who may be required.
  - (iii) The creation of new jobs as a product of departmental restructuring, which results in existing jobs being divided or altered. In such case, only the persons on the jobs affected will be considered for the new position, except as concerns any additional employee who may be required.
9. (A) Except for employees who are under physical restrictions, any employee failing to satisfactorily perform in a job shall be demoted from the step and shall be paid the step rate immediately below that step, shall lose the right to be promoted back to that step for a period of one (1) year. The demoted employee may continue to perform any function for which they are qualified, up to and including the rate at which they are being paid.

- (B) In the event that an employée withdraws from a job within twenty (20) days of assignment to that job, they shall be demoted from the step, shall be paid the step rate immediately below that step and lose the right to be promoted back to that step for a period of six (6) months. The employee may continue to perform any function for which they are qualified, up to and including the rate at which they are being paid.
- (C) In both instances, the demoted employee's rate of pay shall be reduced to the General Labour rate twelve (12) months after the date of demotion, unless the employee has acquired a posted job during that period.

:

10. In the case of job moves, including resulting from failure, other than the inability to perform in the job, where the Company has no reasonable alternative for training a replacement, it is recognized that the employee is under a moral obligation to remain in 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 immediately on paper but the employee will retain the rate for the job.
11. If an absent employee returns to work for a period of ten (10) full consecutive scheduled working days or more within fifteen (15) weeks, such employee shall return to their job, always provided such employee possesses the ability and physical fitness necessary to qualify for the job.
12. If an employee is absent for any reason for more than fifteen (15) weeks, such employee shall return to the General Labour, maintaining the pay rate applicable at the **start** of their absence. The employee shall perform any function for which the employee possesses the ability and which is within any physical restrictions that apply. The employee shall maintain their pay rate under the terms outlined in Schedule "B" or Schedule "**A**", whichever is appropriate.
13. It is understood that a discussion may take place at any time during the fifteen (15) week absence referred to in causes 11 and 12, and, based in the information available at that time, it may be mutually agreed to declare the employee's position vacant and that it be reposted.

14. The work of an absent employee may be performed by:
- (i) An employee, on the same shift, already in the Department, on Lag from that particular vacancy.
  - (ii) A suitable replacement, on the same shift, without involving overtime work.
  - (iii) The employees occupying the same job on the preceding and following shifts, each of whom will work twelve (12) hours per day until a replacement as specified in (i) or (ii) can be assigned to replace the absent employee.

For jobs operating only eight (8) hours a day, items (i) and (ii) apply.

15. A "suitable replacement" shall be defined as an employee who can safely perform to the Supervisor's satisfaction, the work of an absent employee.
16. The Company has the right to assign, to employees, other duties of a casual or general nature, such as painting, clean-up and minor repair, etc. This clause shall not apply to projects designated by the Company as capital expenditure involving outside contractors.

## ARTICLE VI

### TRADES SENIORITY

1. Employees holding jobs allocated to Trades Group shall be subject to the following:
  - (A) Employees assigned to a job in the Trades Group may apply for a vacancy on another job in the Trades Group and if selected by the Company to fill the vacancy, they shall retain their seniority.
  - (B) Vacancies on the jobs in the Trades Group, so designated by the Company and the Union, shall be posted in accordance with the job posting procedure outlined in Article V, Clauses 5 & 6 {not including Clause 6(C)}, and employees will be selected by the Company, on the basis of such qualifications as may be agreed from time to time by the Company and the Union.
2. Should temporary or permanent lay-offs be required in the Trades Group, the procedures outlined in Article V, Clauses 2 & 3, for lay-off, will be utilized.
3. Should a Trades Group employee be absent for an extended period, the employee shall return to their former job, regardless of the length of absence, always provided the employee continues to possess the ability and has the physical fitness necessary to qualify such employee for that job.

## ARTICLE VII

### GENERAL

1. General seniority is used to apply vacation entitlement and 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 fifty-two (52) days per year per elected official of the Union, exclusive of regular monthly meetings with the Company and Contract Negotiations. In the event that 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. The means of determining Parental Leave will be done according to the related Clauses in the Employment Standards Act.
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 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.

- E. 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 enrol 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 prior 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 (7) 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 (7). In addition, a member of the International Union of the Teamsters Chemical, Energy and Allied workers, I.B. of T. 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 three (3) calendar weeks 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 be settled within the designated times (i) - (iv) below, and by the following procedure:
  - (i) **A** first step grievance meeting will be held within three (3) calendar weeks following a request for such a meeting;



- (ii) **A** second step meeting will be held within three (3) calendar weeks following the receipt in Industrial Relations of the written second step request. In the event that the second step meeting is not held within the prescribed or agreed limit, 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 six (6) calendar weeks following the receipt in Industrial Relations of a written third step request;
- (iv) These time limits may be extended by the written mutual agreement of the Manager, Industrial Relations and the Chief Steward.

First Step:

- (A) Subject to part (B), the aggrieved employee and such employee's Department Steward (or an alternate designated by the Chief 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 one (1) calendar week 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, Industrial 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 written request for a second step meeting shall be filed with the Supervisor within one (1) calendar week following the day on which the first step answer was delivered.

The second step meeting shall include:

- (i) The aggrieved employee.
- (ii) The grievor's Department Steward.(or an alternate designated by the Chief Steward)
- (iii) The Chief Steward.(or an alternate designated by the Union)
- (iv) The Supervisor of the Department in which the aggrieved employee works, subject to (B) of the First Step.
- (v) **A** representative of the next higher level of Manufacturing Management.
- (vi) The Manager, Industrial Relations or an Industrial Relations designate.

The decision of the Company on the second step of the grievance procedure shall be delivered to the Chief Steward of the Union within one (1) calendar week following the second step meeting.

### Third Step:

If the decision of the second step is not satisfactory to the employee concerned and/or the Union, a written request for a third step meeting must be lodged with the Industrial Relations Department within three (3) calendar weeks of the date on which the second step decision was delivered to the Chief Steward.

The third step meeting shall include:

- (i) The Union Negotiating Committee.
- (ii) The Management Negotiating Committee.
- (iii) May include additional Management representatives desired by Management.
- (iv) May include the Canadian Representative of the Teamsters Union or other representatives of the Teamsters Union, as desired by the Union.

Provided that the total number of Management representatives shall not exceed the total number of Union representatives.

The decision of the Company on the third step of the grievance procedure shall be delivered to the Chief Steward of the Union within one (1) calendar week following the third step meeting.

### Fourth Step:

If the aggrieved party is not satisfied with the decision rendered at the last third 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, the Union shall notify the Company, in writing, of their dissatisfaction within one (1) calendar week of the date the third step decision was delivered to the Chief Steward. If no notification of dissatisfaction is received, the grievance shall be considered as being settled at the third step.

In the event that such notice of dissatisfaction is given 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, in writing, within three (3) calendar weeks of the date of the third step meeting. If no such notice is given, the grievance shall be considered as being settled at the third step.

Once notice is given by either party of the desire to proceed to arbitration, the process must be initiated, either by application for an expedited arbitration or by appointment of member for an arbitration board, within one calendar month from the date of the notice. Should the process not be initiated within this time limit, the grievance will be considered abandoned at the third step.

In the event of an application for an expedited arbitration, a discussion will take place between the parties, prior to the application, to attempt to coordinate schedules and prevent further delays.

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 member appointed by the Company, and a third member appointed by such two, who shall be the Chairman. In the event that either party fail to appoint their member within one (1) calendar month of the date of the fourth step notification, 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 by the parties, shall appoint a Chairman within two (2) calendar weeks of the appointment of the second of them. If the two members, appointed by the parties, 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.

- (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.
  - (C) In all instances, the time limits referred to throughout the grievance procedure, may be extended by the written mutual agreement of the Manager, Industrial Relations, or a specified designate, and the Chief Steward, or a specified designate.
7. Notwithstanding Section 48, Subsection 16, 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 second 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 shall commence at the second step.
  10. (A) The Company shall ensure that an employee is advised of his/her right to have a Steward present during any formal recorded disciplinary discussion, and will arrange for a Steward to be present unless the employee requests otherwise.
  - (B) 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 three (3) calendar weeks previous to the day on which the employee receives a copy of the notation.

1.. 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-Treasurer 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 seven (7) calendar 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. 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 lost wages and benefits.

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 September 14, 1998, and shall be renewed automatically for successive periods of one (1) 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 DAY OF OCTOBER, 1997.

FOR THE COMPANY:

FOR THE UNION:

A. P. Gonis  
President, Lever Pond's, A Division of UL Canada Inc.

S.T. Rodriguez  
President, Local 132

R. V. Pomroy  
Vice-president, Supply Chain

R. Downing  
Vice-president, Local 132

B. R. Thomas  
Vice-president, Human Resources

W. Downing  
Secretary-Treasurer, Local 132

R. W. Owen  
Manager, Industrial Relations  
132

I. Johnstone  
Recording Secretary, Local

S. S. Reid  
Manager, Production

J.J. Phelan  
Director, Chemical, Energy, and Allied Workers

W. G. Canning  
Manager, Production

## 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 benefits 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";
2. 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 seventy-two (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 the 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.
7. 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 benefits.
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, which 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.

## LETTER OF UNDERSTANDING

### RE: UNION SAFETY REPRESENTATIVE

This letter of understanding is understood to be in effect until September 15, 2000, Unless mutually agreed to extend the time frame.

1. To be in effect from September 15, 1997.
2. The Safety Representative of the Union must be a regular employee of the Company and a member of Local 132.
3. The Safety Representative of the Union will provide relief for the perfume attendant position. It is understood that the legal responsibilities under the Occupational health and Safety Act will take precedence over his relief responsibilities.
4. He/she will work primarily "B" shift, but may, from time to time, be required to attend work during "C" or "A" shift for the purpose of investigation, meetings or training.
5. He/she will maintain the rate of pay at the time of their appointment, and any associated increases through negotiations or job evaluation, plus a premium of one dollar (\$1.00) per hour for all hours paid.
6. He/she will report to the Safety and Loss Control Manager, or designate.
7. During periods where he/she is assigned to relieve on the perfume attendant position, access to overtime would be according to the overtime agreement. In addition, the opportunity to work another employee's overtime on any day would be determined by availability.
  - a. He/she will be expected to attend meetings, training sessions and participate in the safety investigations, as determined by the Safety and Loss Control Manager, and will be paid as per the Collective Agreement.

9. Except in the case of a Tradesperson, the resulting vacancy will be filled with a temporary relief posting. The successful candidate would fill the role for the period of time the Union Safety Representative maintains their role. Should the Union Safety Representative return to their posted job on a full time basis, the temporary relief person would be placed on LAG. If the Union Safety Representative did not have a posted position, he/she will return to the Resource Group.
10. The Company will provide whatever training it deems appropriate with regard to the certification of the Union Representative, and other training as may be required by the Company from time to time. In addition, the Company will provide leave of absence for the Union Representative to attend any training with regard to Health and Safety that the Union wishes to provide for their member.
11. The Company recognizes and respects that the Union's Safety Representative has certain responsibilities under the Occupational Health and Safety Act and will endeavour not to ask that representative to perform functions which are in conflict with those responsibilities. However, the Union's Safety Representative also recognizes that they have responsibilities to the Company for the promotion of responsible Safety behaviour which are separate and distinct from their responsibilities under the Act.
12. The job duties will include:
  - a) All duties outlined in the Occupational Health and Safety Act.
  - b) Assist in the conducting of accident, incident, and near miss investigations, as well as departmental safety audits and safety meetings.
  - c) Assist in conducting of the Safety training program modules.
  - d) Actively promote attendance of all Union Members at the Safety training program modules.
  - e) Actively pursue the correction of all unsafe conditions throughout the facility.
  - f) Actively pursue behaviour changes in the workforce which will reduce the number of unsafe acts.
  - g) Actively promote the concept that Safety is everyone's responsibility, and there is no excuse for an unsafe act.

- h) Provide guidance to the Departmental Safety Representatives in the promotion of safe work habits in the department, as well as assistance in the coordination of departmental safety meetings.
- i) Conduct quarterly departmental Safety representative meetings which may include the Safety and Loss Control Manager, or designate, when appropriate.
- j) Participate on CIP, Hazop, RCM, or TPM teams as required by the parties.
- k) Communicate with co-workers, consultants, internal and external customers to facilitate the timely completion of Safety requirements.
- l) Assist in the compilation of Safety Audits, Safety statistics, and other reports, as required
- m) Report to the parties in a timely fashion, any infraction, violation, or impairment that could restrict the goal of improving the Safety record of the factory.
- n) Participate in industrial Hygiene sampling as tests are being carried out.
- o) Other safety issues that arise with respect to the needs of the membership and/or the Company, as determined by the Safety and **Loss** Control Manager.

For The Union

For the Company

LETTER OF UNDERSTANDING

Staggered Shift Times

1. The range of staggered start/quit times will be within one (1) hour on either side of the normal shift times. {Article III, Clause 3(A)}
2. Staggered hours will be posted along with the normal weekly Labour Allocation Sheet, and will be applied for a minimum of one week.
3. Shift premium will be paid for all regular hours worked as per shift designation, that means those shifts with a starting time between 2:00 p.m. and 2:00 a.m.

Example:-

Shift	Normal Shift Time	Start	Range	Quit
"B"	7:00 a.m. - 3:00 p.m.	6:00	8:00a.m.	2:00 - 4:00p.m.
"C"	3:00 p.m. - 11:00 p.m.	2:00	4:00p.m.	10:00p.m.-12:00a.m.
"A"	11:00 p.m. - 7:00 a.m.	10:00p.m.	12:00a.m.	6:00 - 8:00a.m.

For the Union

For the Company

LETTER OF UNDERSTANDING  
RE:  
ROLE ~~FOR~~ PRINCIPAL OFFICER OF THE UNION

It is expected that there will be sufficient continuing change which will require a level of communication and assistance from the Union that an agreement needs to be entered into regarding the role of the principal officer of the Union.

This letter of understanding is understood to be in effect until September 15, 2000, unless mutually agreed to extend the time frame.

1. To be in effect from September 15, 1997.
2. The Principal Officer will be placed on "B" shift within the department where he/she holds a posting and will be utilized for vacation and absence relief, as well as special projects.
3. He/she will receive their posted job rate and any applicable shift pattern payments associated with their posted job.
4. He/she will report to the Department Area Manager.
5.
  - a) Except in the case of a Tradesperson, the resulting vacancy will be filled with a temporary relief posting. The successful candidate would fill the role for the period of time the Principal Officer maintains their role. Should the Principal Officer return to their posted job on a full time basis, the temporary relief person would be placed on LAG.
  - b) In the case of Tradesperson, The tradesperson would be placed on "B" shift to perform vacation and absence relief, as well as special projects. The resulting vacancy will either not be filled, or will be assigned to the junior available tradesperson with the appropriate skills. All other terms herein would apply to the Tradesperson.
6. He/she will be expected to attend meetings, participate in committees and assist ongoing discussions for the purpose of expanding and enhancing the existing consultive process, and will not be paid overtime for those activities. These activities will be scheduled and managed by the I.R. Department, however, the Company recognizes and respects the Principal Officer's responsibility to the membership.

**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 six (6) months benefits not to exceed the following limits:

After completion of eight (8) weeks' cumulative service and up to one (1) year of service . . . . . 1 week

For every completed year of service, up to thirteen (13) years of service . . . . . 2 weeks

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 (6) 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 entitlement has been reduced to six (6) months or below, entitlement will only be renewable to the maximum six (6) months benefit level.

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

Waiting Period:

Such benefits shall commence as follows:

- (i) After completion of eight (8) weeks' cumulative service and **up** to the end of five (5) years' seniority:
  - on the fourth (4th) consecutive regular working day of absence.
- (ii) From the beginning of the sixth (6th) year to the end of the twelfth (12th) year of seniority:
  - on the third (3rd) consecutive regular working day of absence.
- (iii) From the beginning of the thirteenth (13th) year of seniority:
  - on the first (1st) regular working day of absence.

Cancellation of Waiting Period:

Benefits withheld, during the waiting period described above, will be paid to eligible employees when their absence extends to eleven (11) consecutive regular working days, always provided 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 (5) 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 (1st) 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 (12) months immediately preceding that day, will be counted against the employee's entitlements.

**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 (1) year and the differences in rates will be charged on a pro-rata basis against any outstanding entitlement as calculated under provision E (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"

PAY RATE SCHEDULE

JOB CLASS	March 15, 1997.	March 15, 1998.
LP-12	\$28.24	\$28.66
LP-11	\$27.53	\$27.94
LP-10	\$26.84	\$27.24
LP-9	\$26.19	\$26.58
LP-8	\$25.53	\$25.91
LP-7	\$24.88	\$25.25
LP-6	\$24.23	\$24.59
LP-5	\$23.59	\$23.94
LP-4	\$22.31	\$22.64
LP-3	\$20.98	\$21.29
LP-2	\$19.02	\$19.02
LP-1	\$15.00	\$15.00

NOTE: It is understood that this rate schedule has no bearing on the group structure outlined in the Collective Agreement.

## SCHEDULE "B" ADDENDUM

1. Employees, who acquire the necessary skills and demonstrate the ability to perform at a rate category higher than that of their listed job, will be paid at the higher rate. Once an employee has established a rate of pay through training or the job selection procedure, that rate of pay will only be reduced under the following conditions:
  - (i) Failure from the job.
  - (ii) Successful application for a job at a lower rate. (This only applies to those employees who are posted to a job at the higher rate)
  - (iii) Permanent medial placement.
  - (iv) Refusal by an employee to exercise the skills for which he/she is receiving the skill rate.

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

## SCHEDULE "C"

### 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 eighteen (18) weeks, during which time the employee is obligated to return to the job should they be required.

#### 2. QUALIFICATIONS

To qualify for Lag from a position, an employee must be acquired a posting and have either completed their training, or thirteen (13) weeks have passed since the date they acquired the posting, whichever is first.

#### 3. RETURN TO JOBLAG

- (A) Employees will be returned to their job if, during the eighteen (18) weeks Lag period, their services are required on their job. Their Lag will be extended by the number of days they perform in the job.
- (B) In order to re-qualify for Lag, an additional posting must be filled by an employee on Lag for a period of six (6) weeks.
- (C) 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 for otherwise, the senior employees on Lag shall be retained where practical.
- (D) The Lag of an employee will be terminated if, during the lag period, they accept a posting to another job.
- (E) Employees will be placed on Lag from any Department using the same criteria outlined in Article V, Clause 2 (B) for temporary layoff.

## SCHEDULE "D"

### SUPPLEMENTARY LABOUR GROUP

1. Except for those issues covered in this document, employees covered by this schedule will be governed by the terms and conditions of the Collective Agreement.
2. All current employees, covered by the Special Assignment Workforce understanding, **will** be offered employment, as per the terms of this schedule, prior to any additional people being hired. The Special Assignment Workforce seniority order will not be changed.
3. The probationary period for employees covered by this schedule will be according to the Collective Agreement, and all hours worked by Special Assignment Workforce employees during the Special Assignment Workforce Trial will be credited towards their probationary period under this schedule.
4. Employees covered by this schedule will be laid off prior to employees in the G/L Group, the Trades Group, and the Manufacturing Group, regardless if the lay off is temporary or permanent in nature. Employees covered by this schedule will be laid off in reverse order of seniority, and will be recalled in order of seniority.
5. All employees who are currently at the LP-2 rate or above, or who achieve the LP-2 rate or above in the future, cannot have their rate reduce below the LP-2 rate.
6. This schedule will not be subject to the Lever Pond's Job Evaluation Plan.
7. The maximum number of employees allowed under this schedule will be fifteen (15).

8. Duties to be performed by employees covered by this schedule will be restricted to the following:

Customized/Display Pallets

Slip Sheets

Tray Packs

Hand Dumping/feeding Bottles

Hand Packing Product

Bundle Pack Helper

Refurbishing Product

Hand Palletizing Product

General Housekeeping, (i.e. sweep, shovel, mop, scrape floors, stairs, washrooms, windows, walls, light fixtures, shipping bays, and outside surfaces of storage tanks, etc.) (NOT cleaning equipment or machinery)(also may assist, but not replace, the painters and yard worker)

NOTE 1: After the required training, the use of a hand transporter, the hand floor cleaner and the stretch wrapper will be allowed, when associated with the above duties.(No operation of fork Lift)

NOTE 2: The duties listed in this clause may also be performed by regular employees when appropriate. (e.g., modified duty, LAG, etc.)

9. All new employees hired into the Manufacturing Group will be employed under the terms of this schedule. The only exceptions to this will be as follows:

- a) If the requirement for new hires into the Manufacturing Group exceeds the number of employees in the Supplementary Labour Group.
- b) If employees in the Supplementary Labour Group are unable to meet the minimum requirements, as defined in the job selection procedure.

Promotions, as defined in the Collective Agreement, from the Supplementary Labour Group to the Manufacturing Group will only occur via the job selection procedure.

Employees covered by this schedule will have preference for promotion, as defined in the Collective Agreement, over any new hires, provided they meet the minimum requirements, as defined in the job selection procedure.

10. All vacancies, as determined by the Company, which are expected to exceed thirteen (13) weeks, at the LP-2 rate or higher will be posted, except the three (3) General Service janitor positions.

SLG employees will be eligible to apply for those vacancies provided no eligible employee at LP-2 rate or higher has met the minimum requirements, as defined in the job selection procedure. Eligible SLG employee applications to those vacancies will be considered under the job selection procedure.

The three (3) General Service janitor positions will be utilised to provide modified duty for regular employees when none is available in their normal department. In the event no employee requires modified duty under those conditions, the janitor positions will be filled with SLG employees.

11. The hours of work for employees covered by this schedule will be eight (8) hour shifts, as defined in the Collective Agreement, on five (5) consecutive days in any week they are scheduled. (The week being defined as Sunday "A" to Saturday "C")

Shifts worked in excess of five (5) in any week will be considered overtime, and will be paid accordingly. The sixth day worked in any week will be paid at overtime rates (1 & 1/2), and the seventh day worked in any week will be paid at double (2X) time.

SLG employees will be offered the opportunity to participate in departmental seven day work patterns on the basis of seniority.

Should the services of the SLG employees be required in a department which is working a six or seven day shift pattern, the SLG employees may be incorporated into that pattern provided they work at least one cycle of the pattern. In this instance, the SLG employees will be offered the opportunity to work on the pattern on a seniority basis and would be paid according to the shift pattern agreement.

12. The wage rate for employees covered by this schedule will be \$15.00/hour, and all hours worked will be paid as per the Collective Agreement.
13. Upon completion of the probationary period, employees hired under the terms of this schedule will be eligible for benefits, as outlined in the Collective Agreement.

LETTER OF UNDERSTANDING

RE: TRAINING COMMITTEE

This letter of understanding is understood to be in effect until September 15, 2000, unless mutually agreed to extend the time frame.

The Company recognizes and values the role of the Training Committee in the development of training process for the Factory. One of the objectives is, through this Committee, to have consistent training processes throughout the factory with emphasis on ensuring that the built in expertise of the existing operators is captured and transferred to the trainees. The scope of the Committee which was developed in 1996 is not etched in stone and the Training Committee is empowered to bring any recommendations, regarding the training of members of Local 132, to the monthly Union-Management meeting for approval.

It is also understood that all issues and questions raised as a result of the discussions during these negotiations will be dealt with and recommendations will be made at the November Union-Management meeting.

For the Union

For the Company

## ADDENDUM I

### VOLUNTARY REDUNDANCY

Voluntary redundancy packages will be provided on a yearly basis, to a maximum of five (5) per year (beginning 1998), depending on the Company's financial position and the needs of the operation. At the January Monthly Meeting, the Company will inform the Union as to the economic viability of redundancies for the current year and the number of redundancies to be offered.

This addendum is understood to be in effect until September 15, 2000, unless mutually agreed to extend the time frame.

Guidelines for granting of redundancies are as follows:

- a) A request must be made, in writing, to the president of the Union and the Industrial Relations Manager by March 31 of each year.
- b) Should requests for redundancy exceed the allowable number for that year, redundancies will be granted in order of seniority.
- c) The Company, Union and the employee will mutually agree on the redundancy date, taking into account such things as training requirements for replacements, production requirements, vacation schedules, etc. If the parties are unable to reach agreement, the request will be granted December 31 of the calendar year.
- d) Employees accepting a redundancy package will be required to sign a waiver releasing the Company and the Union from any further obligations, and will forfeit all benefits, except their pension, as of the redundancy date.



- e) The redundancy package will be as follows:
- Four **(4)** weeks redundancy pay.
  - One (1) week pay per year, or partial year of service.
  - Outstanding vacation, as of redundancy date.

Note: One (1) week pay = Forty (40) hours pay at the employee's regular rate. (not including TPM premium)

- f) The number of redundancies available may be increased beyond the maximum of five (5) through mutual agreement of the Company and the Union.
- g) In the case of the Carpenters, Painters, or the Fork Lift Mechanic, the Company reserves the right to contract the work of an employee accepting redundancy.

For the Union

For the Company

LETTER OF UNDERSTANDING

RE: RESTRUCTURING

It is agreed that the Painters and the Fork Lift Mechanic will be moved from the Trades Group to the Manufacturing Group, effective September, 15, 1997. It is understood that these employees will remain on their job unless they successfully apply for another position. It is also understood that the Company reserves the right to contract out their work if they accept another position within the Company, or they leave the business.

For the Union

For the Company

Month	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
January						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
February	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																											
March																																										
April	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30															
May	23	24	25	26	27	28	29	30	31																																	
June																																										
July	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																					
August	29	30	31																																							
September																																										
October	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																											
November																																										
December	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31															
Jan. 2000	23	24	25	26	27	28	29	30	31																																	

Names	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa							
Crew #1	d	D	D	D				d	D	D	D	N	N	N	n					D	D	D	n	N	N	N																							
Crew #2		B	B	B	B	B			D	D	D									D	D	D		D	D	D											B	B	B	B	B			B	B	B	B	B	
Crew #3		B	B	B	B	B			B	B	B	B	B		d	D	D	D		N	N	N	n																										
Crew #4		B	B	B	B	B			B	B	B	B	B			D	D	D		B	B	B	d	D	D	D																							
Crew #5		N	N	N					B	B	B	B	B			B	B	B		B	B	B		D	D	D																							
Crew #6	n				D	D	D	n	N	N	N					B	B	B		B	B	B		B	B	B											B	B	B	B	B			B	B	B	B	B	
Crew #7					N	N	N	n				D	D	D		N	N	N						B	B	B											B	B	B	B	B			B	B	B	B	B	

"B" Shift = 6:30 a.m. - 2:30 p.m.      "N" Shift = 6:30 p.m. - 6:30 a.m. (shift ends on the designated day)      "D" Shift = 6:30 a.m. - 6:30 p.m.      "C" Shift = 2:30 p.m. - 10:30 p.m.  
 ("n", "N", "d" denote overtime responsibility for the Sundays)

CREW	#1	#2	#3	#4	#5	#6	#7

Notes: - Extra crews may be scheduled on "A", "B", or "C" or any combination, depending on the departmental needs.  
 - The 2nd "B" shift employee is the first coverage choice.

# 18-21 SHIFT

1999

# SHIFT SCHEDULE

Month	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Month		
January	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6
February	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
March	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
April	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12
May	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
June	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4
July	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
August	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
September	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9
October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
November	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Jan. 2000	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9

  

Names	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Names
Crew #1	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Crew #2	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	
Crew #3	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Crew #4	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Crew #5	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	
Crew #6																													

  

CREW	#1	#2	#3	#4	#5	#6

Notes: Extra crews may also be scheduled for two weeks of "B" shift instead of "B" or "C", depending on departmental needs.

18-21 SHIFT

1999

SHIFT SCHEDULE

Month	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Month
January	31					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	January
February		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28							February
March	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	March
April	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						1	2	3	4	5	6	7	8	9	10	April
May	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	May
June	20	21	22	23	24	25	26	27	28	29	30						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	June
July	25	26	27	28	29	30	31					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	July
August	29	30	31					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	August
September				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			September
October	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1	2	October
November	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					1	2	3	4	5	6	November	
December	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										1	2	3	4	5	6	December
Jan. 2000	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Jan. 2000	

Names	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Names
Crew #1		B	B	B	B	B		d	D	D	D								N	N	N	n				D	D	D					N	N	N	Crew #1
Crew #2		N	N	N					B	B	B	B	B		d	D	D	D								N	N	N	n				D	D	D	Crew #2
Crew #3	n				D	D	D		N	N	N					B	B	B	B	B		d	D	D	D								N	N	N	Crew #3
Crew #4					N	N	N	n				D	D	D		N	N	N					B	B	B	B	B		d	D	D	D				Crew #4
Crew #5	d	D	D	D								N	N	N	n				D	D	D		N	N	N					B	B	B	B	B		Crew #5

"B" Shift = 6:30 a.m. - 2:30 p.m.      "N" Shift = 6:30 p.m. - 6:30 a.m. (shift ends on the designated day)      "D" Shift = 6:30 a.m. - 6:30 p.m.

"n" & "d" denote overtime responsibility for the Sundays)

CREW	#1	#2	#3	#4	#5	Dept. Trades

# 18-21 SHIFT

# 1999

# SHIFT SCHEDULE

Month	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Month			
January	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	January
February	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			February	
March	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	March
April	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	April	
May	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	May
June	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	June
July	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	July
August	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	August
September	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	September
October	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	October
November	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	November	
December	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	December
January 2000	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	January 2000

  

Names	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Names
Crew #1	D	D	D	D	D			D	D	D	D	D	N	N	n					D	D	D	N	N	N			D	Crew #1
Crew #2		N	N	N	N			D	D	D	D	D	N	N	n					N	N	N	D	D	D			D	Crew #2
Crew #3						N	N	n	N	N	N	D	D	D	D								D	D	D			D	Crew #3
Crew #4	n					D	D	D	N	N	N	D	D	D	D								D	D	D			N	Crew #4

"D" Shift = 6:30 a.m. - 6:30 p.m. "N" Shift = 6:30 p.m. - 6:30 a.m. (Shift ends on the day designated by the N)

("n" & "d" denote overtime responsibility for the Sundays)

CREW	#1	#2	#3	#4

Notes: