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EFF.	98	09	15
TERM.	01	04	30
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	LP		

AGREEMENT

between

LEVER POND'S

LEVER  POND'S

and

TEAMSTERS-CHEMICAL, ENERGY
AND ALLIED WORKERS

I.B. OFT
LOCAL 132



SEPTEMBER 15, 1998 - APRIL 30, 2001

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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.

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.

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. e

ARTICLE I GENERAL

- . 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.
- . 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.
- . All the provisions of this Agreement shall be subject to the applicable laws, rules and regulations of Canada and the Province of Ontario.
- . 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 (2) 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 (3) 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 (3) 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.

1. The Union agrees that there will be no unauthorized Union activity during working hours.
2. 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.
3. The Company's plan for payment during disability, as set forth in Schedule "A" hereto, shall be maintained during the life of this Agreement.
4. (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 dependent and benefit coordination information to the Company by December 31, 1997, and annual updates as required.

5. (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.

6. (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. Effective January 1, 1999, the Company will provide \$500 worth of replacement tools per calendar year to specified tradespeople, as required. Under normal circumstances, these replacement tools are to be purchased through the Maintenance Stores, and any external purchases would *have* to be pre-approved by the employee's Area Manager. In the

event the tradesperson does not use their entire allotment, the balance will **be** paid to the tradesperson on the second Thursday of January of each year. Tools purchased through **this** procedure will **be** the property of the employee.

Specialized tools will **be** purchased for the site and will **be** held centrally. These tools will not be charged against an employee's allotment.

ARTICLE II WAGES

- . The classification of jobs and the wage scale to which such classification is related **is set** out in Schedule "B" hereto.
- . Subject to Article II, Clause 3, there shall be no change, during the life of this Collective Agreement, in the rates of pay and the job classifications as set out in Schedule "B" **of** this Collective Agreement.
- i. Should the Company decide to introduce new jobs or restructure existing jobs, the classifications and the wage rates will be mutually agreed. Failing mutual agreement, the Company **will** apply a tentative rate upon implementation **of the** change.
- ↓. In the event the parties fail to agree, either party may request, within thirty (30) days, the Minister of Labour **for** Ontario to appoint an Arbitrator or **a** Mediator to resolve the issue. In this instance, each party will bear fifty per cent (50%) of the costs billed by the Arbitrator or Mediator. The decision **of** the Arbitrator or Mediator will be final and binding on both parties.

Failure to meet the time line will result in the tentative rate being accepted.

5. Any rate for a new or restructured job, resulting from Clause 4, shall be retroactive to the date the tentative rate was applied.
6. (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.

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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.

Employees scheduled to work a forty (40) hour week, as above, will have the option of adopting an alternative shift consisting of four **(4)** - ten (10) hour shifts, Monday to Thursday, or Tuesday to Friday, upon mutual agreement of the parties. The alternative pattern will be adopted at the request of two-thirds **(2/3)** of the employees concerned.

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 two-thirds (2/3) of a department, with mutual agreement, alternative hours of work or shift patterns may be adopted.

- (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.

- i. 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-3.

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.

Employees will **be** guaranteed twelve (12) hours off after working twelve (12) hours with the following exceptions:

(i) as covered in 7(H)

(ii) In the case of an employee who stays back up to one (1) hour following a twelve (12) hour shift for the purposes of waiting for a replacement.

(iii) In the case of an employee who stays back up to two (2) hours following a twelve (12) hour shift for the purposes of shutting down an operation.

(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. f

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 an 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 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

Labour Day

Good Friday

Thanksgiving Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

Civic Holiday

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 the 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.

9. 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

(b)

One **Day**:

Brother-in-Law

Sister-in-Law

Grandparents

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

Son-in-Law
Grandchild

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

ARTICLE IV VACATIONS

(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.

- (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 totaling **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 1st, 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 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 number 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 departmentalemployees 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 **1st** 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 canceled 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

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.

(A) Temporary lay-off is defined as a period not exceeding twenty-six (26) continuous weeks.

Should an employee choose to exercise their rights under E.S.A. with respect to the lay-off no longer qualifying as a temporary lay-off, they may opt to take whatever redundancy settlement for which they qualify (Article V, Clause 3(B), or E.S.A.), understanding that, in this instance the employee forfeits their recall rights.

(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 LP-7 rate. Thereafter, the temporary lay-off would be in reverse order of seniority regardless of 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 LP-7 rate of pay, shall be considered to be on the LP-7 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 twenty-six (26) 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 starting with the LP-1 rate of pay, then the LP-2 rate of pay, then the LP-3 rate of pay, and then from either the Manufacturing or the Trades Group in reverse order of seniority.

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

1. LP-1, LP-2 & LP-3 rates
2. Trades or Manufacturing

(B) Employees who completed their probationary period on or before September 15, 1998, and who are designated by the Company to be laid off in accordance with Article V, Clause 3(A), will receive a redundancy settlement of:

- Four **(4)** weeks notice or E.S.A. whichever is higher, or pay in lieu of notice
- Two **(2)** weeks pay per completed year of service.
- Job search assistance for a period eight **(8)** weeks immediately following the lay-off.

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 September 15, 1998.

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.

6. (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 (four (4) 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 totaling 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 Clause 6,(B),(i) 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.

6. (C) (i) Employees accepting promotions or transfers, (defined as movement from one posted job to another) will, under normal conditions, be required to remain in the job to which **they** have been posted according to the following schedule:

- | | |
|--------------------|-----------|
| a) LP-10 and above | 36 months |
| a) LP-8/LP-9 | 18 Months |
| b) LP-4, 5, 6, & 7 | 9 Months |

(ii) Employees accepting posted jobs from the Resource Group at the same rate of

pay or higher will be subject to tenure as outlined above.

(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.

- (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 employee 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 LP-4 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 eighteen

(18) 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 eighteen (18) weeks, such employee shall return to the General Labour Group, 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 eighteen (18) week absence referred to in clauses 11 and 12, and, based on 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.

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

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

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

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

6. (A) Should Management fail to deliver their reply to the Union within the time limits prescribed in any step of the grievance procedure, the grievance will be presumed to have proceeded to the next step on the day following the expiry of the time limit in question.

(B) Should the Union fail to process a grievance to the next higher step in accordance with the prescribed times, the grievance shall be considered abandoned.

(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.

11. In the event of an employee's refusal to perform work or to enter a work area that such employee deems to be unsafe, the Supervisor, together with the accredited Safety Representative, will assess the situation to determine the action to be taken. All rights and privileges established under the Laws of the Province of Ontario, in respect of Occupational Health and Safety, shall form part of this Agreement.
12. The Company agrees to notify the Secretary-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 April 30, 2001, 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 27th DAY OF JANUARY, 1999.

FOR THE COMPANY:

J. Achenbaum

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

R. V. Pomroy

Vice-President, Supply Chain

B. R. Thomas

Vice-President, Human Resources

R. W. Owen

Manager, Industrial Relations

D. Fleet

Plant Manager

FOR THE UNION:

S.T. Rodriguez

President, Local 132

E. Ludgate

Vim-President, Local 132

W. Downing

Secretary-Treasurer, Local 132

I. Johnstone

Recording Secretary, Local 132

J.J. Phelan

Director, Chemical, Energy, and Allied Workers

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 chiroprapist, 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.

5. The Company's decision as to the interpretation of the provisions of this Plan shall be final.

3 - 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 service1 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 **reg-**ular 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 D (Operation) above. However, the Company reserves the right to withhold or discontinue such benefits, where, in its opinion, the employee no longer requires such protection or the partial disability is unlikely to prove temporary.

SCHEDULE "B" NEGOTIATED PAY RATE SCHEDULE

JOB LASS	Sept. 15, 1998.	May 1, 2000.	
P-13	\$28.66	\$28.95	- Electro-mechanical technician - Instrumentation/electrical technician
P-12	\$27.94	\$28.22	- Mechanical Technician - Electrical Technician
P-11	\$27.24	\$27.51	- Electronic Electrician (with Mech. M/S) - 1st Class Stationary Engineer - Auto-Machinists(with Elect. M/S) - Industrial Mechanics(with Elect. M/S) - HVAC Technician(with Elect. M/S) - Shop Mech. Tech.(with Elect. M/S)
LP-10	\$26.58	\$26.85	- Electronic Electrician - Auto-Machinists - Sulphonation Operator

LP-9	\$25.91	\$26.17	<ul style="list-style-type: none"> - Industrial Mechanics (Millwrights) - Control Electrician - NSD Manufacturing Operator - Blow Moulding Operator - Raw Materials Operator - Liquid Manufacturing Operator - 2nd Class Stationary Engineer
LP-8	\$25.25	\$25.50	<ul style="list-style-type: none"> - DEFI Manufacturing Operator - DEFI Packing Operator - Liquids Packing Operator(Lines #3&#4) - Blow Moulder/Trimmer Op. (3rd floor) - NSD Packing Operator - NSD Manufacturing Assistant/Relief - Warehouse Operator - Material Handler/Receiver - Fork Lift Mechanic
LP-7	\$24.59	\$24.84	<ul style="list-style-type: none"> - NSD Manufacturing Assistant - NSD Packing Cleaner/Relief - Site Services - Maintenance Stores

			<ul style="list-style-type: none"> - Carpenter/Utility - Blow Moulding Utility
U-6	\$23.94	\$24.18	<ul style="list-style-type: none"> - Perfumery Operator - Painters - Relief/Utility - Distribution
P-5	\$22.64	\$22.87	<ul style="list-style-type: none"> - Case Forming(Liquid Packing)(c/o's) - Production Material Supply
P-4	\$21.29	\$21.50	
P-3	\$20.00	\$20.00	<ul style="list-style-type: none"> - Shipping - Yard Worker
P-2	\$17.50	\$17.50	<ul style="list-style-type: none"> - Bulk Liquid Filling Operator - Bundle Pack Operator - Bag Packing (NSD or DEF1) - NSD Packing carton feed (racker)
P-1	\$15.00	\$15.00	<ul style="list-style-type: none"> - All current Schedule "D" duties - NSD Manufacturing Cleaner - Bottle Inspector

NOTE:

1. It is understood that this rate schedule has no bearing on the group structure outlined in the Collective Agreement.
2. Employees whose job rates have been reduced **as** a result of the 1998 negotiations will **be** retained on their job and will have their skill rate maintained. Should any of **these** employees **be** successful in acquiring a job posting, at the LP-4 rate or higher, prior to the expiration of this Collective Agreement, they will be paid a lump sum payment of \$1500.00 upon acceptance of the posting.

In the event the employee opts out of the new position prior to the expiration of the tenure period, they will forfeit the lump sum payment and will be required to repay the Company at the rate of \$100.00 per month. This paragraph would not apply to an employee who opted out as a result of a Company initiated restructuring.

In the event they receive a **new** posted job during this period, their rate will follow Schedule "B".

It is also understood that tenure, as outlined in Article V, Clause 6 (C) will not apply to job classification changes agreed at the 1998 negotiations.

Once an employee has achieved LP-4 or higher, their rate cannot be reduced below the LP-4 rate by any means, including the provisions of Article II of the Collective Agreement. The only exception to this is an employee being paid LP-4 or higher who accepts a posting at the LP-3 or LP-2 rate of pay. In this instance the employee will have their rate reduced upon assignment to the new position.

It is understood that the jobs listed in schedule "D" are *not* subject to Article II of the Collective Agreement.

SCHEDULE "B" ADDENDUM

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 medical 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 have 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 JOB LAG

(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 or 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. Employees covered by this schedule will be those employees receiving **the** LP-1 and LP-2 rates of pay.
3. **All** employees who are currently at the LP-3 rate or above, or who achieve the LP-3 rate or above in the future, cannot have their rate reduced below the LP-3 rate, except as provided in Note #4 of Schedule "B".
5. The maximum number of employees allowed under this schedule is 50.
6. Duties to be performed by employees covered by this schedule will be restricted to the following:
 - (a) LP-1 (assigned jobs)
 - Customized/Display Pallets
 - Slip Sheets

Tray Packs
Hand Dumping/feeding Bottles
Hand Packing Product
Bundle Pack Helper
Refurbishing Product
Hand Palletizing Product
Bottle Inspection
Cleaner - NSD Mfg.
Janitorial

Equipment cleaning:- when zero energy state has been applied by a fully trained operator and the LP-1 employee applies their own lock

General Housekeeping:-
(i.e. sweep, shovel, mop, scrape floors, stairs, washrooms, windows, **walls**, light fixtures, shipping bays, and outside surfaces of storage tanks, etc.)(also, may assist, but not replace, the painters)

NOTE 1: After the required training, hand transporters, the floor cleaner and the stretch wrapper will **be** allowed, when associated with the **above** duties.

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

(b) LP-2 (via Posting)

Bulk Liquid Filling
Bundle Pack Operator
Carton Feed - NSD Pkg
Bag Packing - DEFI or NSD

NOTE 1: After the required training, non-riding moving equipment, the floor cleaner and the stretch wrapper will be allowed, when associated with the above duties.

NOTE 2: The duties listed in this clause may also be performed by regular employees when appropriate. (Not to replace a posted employee, but as relief or for temporary increases in production demands, except in the case of reduction of employees in a department, in which case Schedule "C" would apply)

7. 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.

8. All vacancies, as determined by the Company, which are expected to exceed thirteen (13) weeks, at the LP-3 rate or

higher will be posted.

SLG employees will be eligible to apply for those vacancies provided no eligible employee at LP-3 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.

Vacancies at the LP-2 level will be posted according to Article V, Clauses 5 & 6, and all employees will be considered eligible for those positions.

1. 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 eighteen (18) -twenty-one (21) shift patterns on the basis of seniority, and/or postings.

Should the services of the SLG employees be required in a department which is working the alternative shift pattern, the SLG employees may be incorporated into that pattern according to the guidelines within the shift pattern language. In this instance, the SLG employees not on posted jobs will be offered the opportunity to work on the pattern on a seniority basis and would be paid according to the shift pattern agreement.

SCHEDULE "E"
LETTER OF UNDERSTANDING
RE: 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.-2:00a.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

1

SCHEDULE "E"
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 a 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 in 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.

For **the** Union

For **the** Company

SCHEDULE "E" 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/her 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 and suitability for the work.
 - 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 leaves 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

SCHEDULE "E"
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 a 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

SCHEDULE "E"
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.

It is also agreed that, effective September 15, 1998, the carpenters will be transferred to the Manufacturing Group.

For the Union

For the Company

SCHEDULE "E"
LETTER OF UNDERSTANDING

RE: PARTICIPATION IN TPM

It is the Management's expectation that the full endorsement of, and participation in, the agreed TPM process by the Union will assist in achieving a higher level of reliability in the manufacturing area which will, in turn, improve the long term viability of this operation. The following terms are intended to demonstrate the parties' commitment to the consultive process, and their belief in the long term viability of this operation.

1. Effective February 24, 1996, all employees receiving a pay rate above the LP-2 rate, and who have TPM included in their job description, will receive a premium of sixty cents (\$0.60) per hour.
2. This premium will be separate from the pay rates in Schedule "B", but will be paid on all hours worked, including vacations and Public Holidays.
3. Participation in all initiatives, which have been mutually agreed to contain similar techniques, or requiring similar intellectual properties, as outlined in the TPM

document, is covered through the payment of this premium.

4. There will be joint communication sessions to all employees, outlining this agreement and the expectations flowing from it.
5. For both social and economic reasons, the Company and the Union have agreed that the current levels of overtime in the facility are not acceptable for the future health of the organization. **As** a result, the parties will work together to reduce the overtime by fifteen per cent (15%) annually.
6. It is agreed that job descriptions will contain a footnote indicating that each job was evaluated without consideration for TPM.

For the Union

For the Company

SCHEDULE "E" LETTER OF UNDERSTANDING

HE: SKILL RATES

1. Each department will require a needs assessment, which will be done jointly.
2. Prior to any skills upgrading being offered, a training plan must be jointly developed and agreed.
3. If skills upgrading is required within a department, it will be offered to the senior employee at the next lower rate level within that department.
4. If the skills upgrading requirement is unable to be satisfied within the department, it will be offered to unassigned employees. The order in which the training is offered will be determined jointly at the time of the requirement.
5. Employees with redundant **skills** at any level, who refuse an opportunity to train to that level on current skills, will be the subject of discussions between the parties and may have their skill rate reduced to the next lower level.

An employee, who is required to fill a position normally occupied by an employee at higher rate, may be used in that capacity for a maximum of twenty-five (25) days in any thirteen (13) week period. Should that period be exceeded, the employee will have their rate immediately adjusted to the higher rate and the Company will be obligated to complete the training required to upgrade the employee's skills to the higher classification.

- ' In areas where an agreement has been reached between the parties regarding the use of specific employees for relief purposes, this guideline does not apply.

For the Union

For the Company

SCHEDULE "E"
LETTER OF UNDERSTANDING

RE: OVERTIME ALLOCATION

1. GENERAL

1. The decision regarding the necessity to cover a vacancy, in any circumstance, shall rest with the Company.
2. The applicable sections of the Employment Standards Act, with respect to hours of work, allowable overtime, limits, and emergencies, must be adhered to at all times.
3. For the purpose of this understanding, it is agreed that the allowable hours on a weekly **basis** will be sixty (60) hours worked. (sick days, vacation days less than a week, and overtime hours which are given away will be considered as worked)
4. It is understood that there is a mutual responsibility between the Union, Company, and the employee to adhere to the weekly limits.
5. **If the** scheduled overtime requirements in any week, for a particular employee,

exceed the allowable limits, the qualified employee with the second lowest cumulative overtime hours shall be responsible for the hours which exceed the limits. It is also understood that an employee must be able to complete the entire requirement, or the next lowest employee will be scheduled.

6. This understanding represents the only interpretation of overtime allocation, and no departmental agreements or understandings will be allowed. The only exception will be provisions embodied within seven day shift pattern agreements which have been approved by both parties.
7. Employees and Area Managers in any department shall share the responsibility for ensuring that all overtime is allocated in accordance with this understanding.
8. The cumulative overtime hours list shall be based on the previous week's payroll record, plus any hours which have been given to a suitable replacement. This list shall be posted in each department by 3:00 p.m. on Tuesday of each week, and will apply to all overtime which is to be

allocated during the following Saturday
" A shift to Friday "C" shift, inclusive.

9. In the event an employee gives their assigned overtime to an approved suitable replacement, both employees will be charged with the assigned hours for the purposes of the cumulative overtime hours list. Mutual switches of overtime hours within the same calendar day will not be double charged.
10. Cumulative overtime hours will be considered to be plantwide. This means that an employee will carry his/her own hours at all times, including mutual switches and department to department.
11. Provided the cumulative hours list and the overtime requirements are posted within the specified time limits, overtime allocations, which are unchallenged by 12:00 p.m. on the regular day (Mon. - Fri.) prior to the requirement, will be considered to be correct.
12. Overtime allocations which are challenged within the time limits, are not corrected, and subsequently found to be in error, will be paid.

3. In the case of tradespeople, a tradesperson will have the right to work the overtime required to complete work which is in progress, provided the overtime is a continuation of the shift on which the work began. Tradesperson will not have the right to complete work which continues beyond the allowable hour limits on any given day.

4. Where two or more employees have equal cumulative overtime hours, overtime will be assigned to the senior of those employees.

2. SCHEDULED WEEKEND OR HOLIDAY OVERTIME

1. The requirement for weekend or holiday overtime will be posted at least thirty-six (36) regular hours in advance of the requirement, stating the expected number of hours, the expected shifts, and the required crewing.

2. Failure to post overtime requirements within the time limits will result in the overtime being considered voluntary, with suitable volunteers being solicited from the shift required on the basis of lowest

cumulative overtime hours. Should insufficient volunteers be obtained from the shift, suitable volunteers may be solicited from the department, then plantwide, on the basis of availability and lowest cumulative hours.

3. Overtime work will be scheduled for the first available shift, wherever possible, however, circumstances may require overtime to be scheduled otherwise, at the Company's discretion.
4. Employees will be scheduled, for overtime requirements, on their normal shift rotation the basis of their suitability for the required work, and the lowest cumulative overtime hours. In areas where more than one employee, on the same shift, has the same skill level, the overtime shall be the responsibility of the employee at that skill level with the lowest cumulative overtime hours.
5. Normally the employee with the lowest cumulative overtime hours will be scheduled for the first available overtime hours which will bring their weekly hours to sixty. However, when an employee is scheduled for Saturday overtime which

will bring his/her weekly hours to sixty, any overtime requirement arising after the weekend schedule is posted will be allocated to the next lowest employee, provided that employee's total hours will not exceed sixty as a result.

6. Employees always have the option of soliciting a suitable replacement for any overtime work.
7. To be eligible for weekend overtime, or Public Holidays which occur during the Tuesday - Friday period, an employee must have worked the regular day preceding the requirement. The only exceptions to this condition are Union Business, or attendance at Company approved training sessions.
8. If an employee is off on a Friday, he/she will be eligible for Saturday overtime and, to be eligible for Sunday overtime, or Holidays which continue from the Sunday (e.g. Xmas week, May 24, Labour day, etc.), the employee must inform the Company of their availability prior to 12:00 p.m. on the preceding Friday. In addition, the employee must not be scheduled for vacation on the day

immediately following the overtime requirement.

9. An employee will be responsible for the overtime requirements on the Saturday at the beginning of their vacation period, but will only be eligible for the overtime on the Sunday, or Holidays which continue from the Sunday (as in #8) of the week following their vacation, provided they have made suitable arrangements with their Area Manager prior to the start of their vacation period.
10. Should an employee be on vacation for the latter portion of the week, including Friday, he/she will only be eligible for the Sunday overtime requirements if they have informed their Area Manager of their availability by the end of their last shift prior to the overtime being posted.
11. Should an employee fail to attend work for a scheduled overtime shift, the resulting vacancy will be filled using the criteria for unscheduled vacancies in the Collective Agreement.
12. The Saturday "C" shift of the Continental Shift Pattern will be scheduled according to these guidelines.

13. Should scheduled weekend or Holiday overtime be cancelled for any reason, it will be the responsibility of the Area Manager to notify the scheduled employees of the cancellation.

(a) If twenty-four (24), or more, hours notice of cancellation is given, scheduled employees will not attend work and will receive no compensation.

(b) If less than twenty-four (24) hours notice is given, the employee will be given the option of attending work of the scheduled hours and alternative duties will be provided. Should the scheduled employee choose not to attend work, the employee will receive no compensation.

(c) Should the employee choose to attend work under the circumstances of paragraph (b), the employee will not be permitted to solicit a suitable replacement for those hours.

3. UNSCHEDULED OR SCHEDULED VACANCIES

(During regularly scheduled shift patterns)

1. When coverage is deemed necessary by

the Company, unscheduled or scheduled vacancies during regularly scheduled shift patterns shall be filled in accordance with Article V, Clause 13, of the Collective Agreement.

2. In the event overtime is deemed necessary to cover the vacancy, employees will be scheduled on the basis of their suitability for the required work, and the lowest cumulative overtime hours. In areas where more than one employee, on the same shift, has the same skill level, the overtime shall be the responsibility of the employee at that skill level with the lowest cumulative overtime hours.
3. Those employees, designated with the responsibility for the overtime, have the option of soliciting a volunteer replacement suitable to the Area Manager.
4. A suitable replacement is defined in the Collective Agreement. (Article V, Clause 14)

For the Union

For the Company

SCHEDULE "E"
LETTER OF UNDERSTANDING

RE: PAY FOR PERFORMANCE

This letter will be in effect from January 1, 1999, until December 31, 1999.

Payment levels for the presented pay-for-performance plan are as follows:-

Annual maximum award = \$2500.00

Dept. Target	Dept. Employee Award	Site Target	Dept. Employee Site Award	Central Emp. Site Award
T1(a)	\$250	T1(a)	\$250	\$500
T1(b)	\$250	T1(b)	\$250	\$500
T2	\$250	T2	\$250	\$500
T3	\$250	T3	\$250	\$500
T4	\$250	T4	\$250	\$500

Payments would be made at 50% of the entitlement at the end of the quarter in which the target was achieved, with the balance being paid at the year end, provided there wasn't a fall back below the achieved target.

TARGETS

	DEFI	LIQ.	NSD	SITE
1997 results	55.3	47.7	52.9	51.1
1998 ytd	58.0	50.2	44.0	49.5

T1 (a)	63 0	53 5	48 5	54 0
T1 (b)	68 0	56 5	53 0	58 0
T2	73 5	59 5	57 5	62 5
T3	75 0	60 5	59 5	64 0
T4	76 5	61 5	62 0	65 5

For the Union

For the Company

SCHEDULE "E"
LETTER OF UNDERSTANDING

RE: SIX DAY OR 18-21 SHIFT PATTERN

1. This letter will be in effect for the term of the Agreement, effective four (4) weeks after ratification.
2. The Company has the right to schedule the shift pattern dated November 20, 1998, as required by the demands on the business.
3. The notice period for withdrawal from this shift pattern will be four (4) weeks.
4. This letter can only be dissolved prior to its expiration by mutual agreement between the parties.
5. During the term of this letter, shift pattern language can only be altered by mutual agreement.
6. This understanding replaces Article III, Clauses 2, (A) & (B), for the term of the Agreement.

For the Union

For the Company

SCHEDULE "E"
LETTER OF UNDERSTANDING

RE: STATIONARY ENGINEERS

1. Effective January 1, 1999, the Stationary Engineers (1st & 2nd class) will be transferred to the Manufacturing Group and will be eligible to apply for vacancies in that group as of that date. If they apply successfully, they will move to the new position when their services are no longer required in the Steam Plant.
2. If they have not been successful in acquiring a posting in the Manufacturing group, they will be assigned to the Resource Group when their services are no longer required in the Steam Plant.
3. Affected employees *who* do not acquire a posting in the manufacturing group and/or do not want to be assigned to the Resource Group, and who remain until the project is complete, (approximately May 1, 1999) will receive a bonus payment of \$7500.00 on the date of their termination from the Company. Such termination dates will be within six (6) weeks of the completion of the project.

-
4. Affected employees within one year of normal retirement age may elect to take early retirement with the Company providing the monetary difference in their early retirement pension compared to their pension at their normal retirement date.

For the Union

For the Company

ALTERNATIVE SHIFT AGREEMENT
for a
FLEXIBLE 18-21 SHIFT PATTERN

1. The purpose of this agreement is to provide a socially acceptable shift pattern for eighteen (18) -twenty-one (21) shifts per week which fulfils the needs of the employees and meets the demands on the Business, in accordance with the Philosophy and Values.
2. This agreement will apply to all employees who are required to work on an eighteen (18) - twenty-one (21) shift schedule.
3. Employees will work either twelve (12) hour shifts, or a combination of eight (8) and twelve (12) hour shifts, on a continuous shift rotation, as shown on the attached schedule. The shift pattern will start at 6:30 p.m. on Sunday and end at 6:30 p.m. on Saturday.
4. Withdrawal from this shift pattern will require a minimum notice period of four (4) weeks. If such withdrawal does not occur at the end of a rotational cycle, any bonus payments will be pro-rated for the period worked.

5. Payment for the twelve (12) hour shift pattern will be as follows:

a) Regular Time

➤ **All** hours worked as part of the regular six (6) day or eighteen (18) shift schedule will be paid at the rate of forty-two (42) hours per week.

➤ With mutual agreement, a department may opt for a five (5), six (6) or seven (7) crew rotation with a two-thirds (2/3) majority vote. In which case, the payment for the five (5) day, eight (8) hour/day portion of the pattern would be paid at forty (40.5) hours/week.

➤ The TPM premium and shift premium for regular hours are included in these payments. TPM will be paid on all over-time hours.

b) Overtime(1 & 1/2 time)

➤ **All** hours worked on any off-day an employee is called in or scheduled to work, except as provided in item #5, (c). (maximum twelve (12) hours)

c) Double Time

- All hours worked in excess of eight (E) hours on any Sunday.
- All hours worked on any Sunday an employee is called in for unscheduled overtime.
- All hours worked in excess of eight (E) hours on any Saturday an employee is called in for unscheduled overtime.
- All hours worked on a Statutory, Public, or Selected Holiday.
- All hours worked in excess of twelve (12) hours on any day. These hours are only available for emergency purposes {Item 17 (e)}.

d) When an employee works Monday - Friday, eight (8) hours/ day, all overtime hours will be paid as per the Collective Agreement.

6. a) Employees will not be scheduled to work more than one (1) off-day per calendar week until all available employees have been scheduled to work at least one (1) off-day. If all available employees

have worked at least one (1) off-day, and an employee is scheduled by the Company to work a 2nd consecutive off-day, that day will be voluntary.

It should be understood, however, that all Sundays and Public/Selected Holidays scheduled within the parameters outlined in item #9 and #16 will be considered mandatory

b) Employees agreeing to work another employee's overtime must understand that they will only receive payment equivalent to the original employee's entitlement.

7. Attendance Premium

➤ An attendance premium of \$200.00 per four (4) week cycle will be paid to all employees on this shift pattern who attend work on each scheduled day in the designated four (4) week cycle.

➤ Absences nullifying this payment will be as follows:

- Medical absences - For the purpose of the Attendance Premium, there will be an allowance of one (1) incident per year, not to exceed three (3) consecutive regular scheduled days.

- Accidents away from work
 - Personal Business
 - EAP - For the purpose of the Attendance Premium, there will be an allowance of two (2) EAP days per year, with a maximum of one (1) taken in any four (4) week cycle.
 - Medical Appointments not required by the Health Centre
 - LOA's, requiring coverage
 - More than one late in any four (4) week cycle (Late is defined as exceeding six (6) minutes)
 - Leaving early for any reason, at the employee's request, which requires coverage.
 - Leaving early, without permission
- Excused absences will be as follows:
- Bereavement (as provided in the Collective Agreement)
 - Union Business
 - Company approved training
 - Medical appointments required by the Health Centre, or medical appointments within working hours as a result of a Company directed shift change.
 - Vacations, Lieu Days

- Company directed absences, such as; power failure, snow storm, Xmas eve, etc.
 - LOA's (pre-approved and not requiring coverage)
 - WSIB
8. There will be an annual Attendance Premium of \$500.00 for those employees with perfect attendance. Only those items specifically listed under "excused absences" in item #6 will be permitted in the qualification for this premium.
9. Statutory or Selected Holidays
- a) It is the intention of the Company to suspend operations for twenty-four (24) hours on these holidays. The shutdown will occur from 6:30 p.m. the evening prior to the Holiday until 6:30 p.m. on the Holiday.
- b) Should employees be required to work on those Holidays, they will be scheduled, at least one (1) week in advance, according to the normal shift rotation, and the hours worked will be considered overtime. Failure to give appropriate notice will result in the overtime being voluntary. The first shift to be worked in this

instance will be the "D" shift and employees who are scheduled will have the option of finding a suitable replacement.

c) Employees, whose shift rotation schedule includes one of the twelve (12) hour overtime shifts and they are required to work, will be paid their regular base pay, plus double time for the time worked on the Holiday. In addition, they will be entitled to twelve (12) hours lieu time, which will be scheduled according to the Lieu Day Agreement. All employees, whose shift rotation schedule does not require them to work one of the twelve (12) hour overtime shifts, will receive eight (8) hours holiday pay in addition to their regular base pay.

d) Employees scheduled to begin work at 6:30 p.m. on those Holidays will be paid double time for the first four (4) hours of the shift, and will not be entitled to Lieu time. In the event operations were suspended for the Statutory Holiday, the Company has the right to start the "N" shift at 10:30 p.m., which would eliminate the four (4) hours of double time. These four (4) hours would be scheduled in the same manner as overtime.

e) If the scheduled employee gives the overtime away, their regular base pay will not be affected, but they will not be entitled to a lieu day. The employee working the overtime, in this instance, will receive twelve (12) hours at double time, eight (8) hours Holiday pay, and one Lieu Day, in accordance with the Lieu Day Agreement.

10. Vacation

a) Vacation must be scheduled in blocks of three (3) shifts when on the twelve (12) hour portion of the shift pattern, and employees will be guaranteed the scheduled days off in the calendar week of the scheduled vacation.

b) Vacation will be charged on the basis of scheduled hours during that calendar week and will be paid on the basis of the standard weekly payment.

11. Sick Pay

a) Sick pay, for individual days, will be paid on scheduled hours which are part of the regular shift rotation.

b) Sick pay for a block of three (3) -

suggested modifications or amendments would have to be approved by both parties to be implemented.

This agreement shall be in force until either party chooses to withdraw in the appropriate manner.

Chief Steward

Manager, Industrial Relations

Date:

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