

AGREEMENT

between

THE
QUAKER OATS COMPANY
OF CANADA LIMITED

and

THE
QUAKER OATS EMPLOYEES
INDEPENDENT UNION
(CEREALS)



TERMINATES: OCTOBER 31, 1995

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COLLECTIVE AGREEMENT

BETWEEN

THE QUAKER OATS COMPANY OF CANADA LIMITED, Peterborough, a Company existing under the laws of the Dominion of Canada, hereinafter called "the Company",

of the First Part and

THE QUAKER OATS EMPLOYEES INDEPENDENT UNION (CEREALS), representing the employees (if the Company, hereinafter called "the Union",

of the Second Part

Whereas the Union has established to the satisfaction of the Company that the majority of the Employees of the Company in the unit hereinafter specified have become members of the Union, and that it is therefore entitled to represent the employees in the hereinafter described unit as the collective bargaining agent.

PURPOSE

1. The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its **employees** and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

SCOPE:

2. This agreement applies to all employees of the Company in its Peterborough Plant except: Office Staff, Quality Assurance Inspec-

tors, Laboratory Technicians, Executive Officers, Sales Representatives, Department Managers, Coordinators and any confidential employee or employees who act in a supervisory capacity or who have authority to exercise discipline over employees on behalf of the Company.

The Company will, if requested, supply the Union with a list of employees holding supervisory position and will indicate by appropriate job titles the nature and extent of their authority.

RECOGNITION

3. The Company acknowledges that the employees in the unit described above have selected the Union as their sole and exclusive collective bargaining agent, and recognize the Union as such for all employees in the said unit.

The use of the masculine gender in this Agreement shall be considered also to include the feminine.

RELATIONSHIP

4. The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because of his membership in, or connection with, the Union, and that membership in the Union, by employees who are eligible to join, will not be discouraged.
5. The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by any of its members or representatives and that there will be no so-

licitation for membership, collection of dues or other Union activity on the premises of the Company during an employee's working hours.

NO STRIKES OR LOCKOUTS

6. The Company agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and that if any succollective action should be taken, the Union will repudiate such an action by its members through a display notice published in the local daily newspaper as soon as possible after the occurrence and it will instruct its members to carry out the provisions of the Agreement and return to work and perform their duties in the usual manner.

RESERVATION OF MANAGEMENT RIGHTS

7. The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided.
 - (c) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, method of man-

ufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

NEGOTIATING COMMITTEE

8. The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five employees, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and the said Committee will co-operate with the Company in the administration of this Agreement. Such employees in the Negotiating Committee may be appointed or otherwise selected from any area or department within the plant and there will be no limitation as to how many from one department may be selected.

It is clearly understood that the Negotiating Committee is a separate entity from the Grievance Committee and will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement at the proper time.

STEWARDS

9. The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company. The num-

ber of such Stewards and the zone within which each one is to function is as follows:

Department	Number of Stewards
Hot Cereals	3
Cold Cereals	3
Shipping	2
Maintenance	3
Milling and Elevators	2
Laboratory	1
Ready to Eat	2

In the event that the Union is unable to appoint a Zone Steward from within a department, a temporary Steward may be appointed for a period not exceeding 90 days. The Union will notify the Human Resources Office of the temporary appointment.

QUALIFICATION OF STEWARDS ,ETC.

10. The Union agrees that employees shall not be eligible to serve as Officers of the Union until they have been **for** a least three months immediately preceding nominations, **a** member in continuous good standing and no employee shall be eligible to serve as Stewards **or** committee members until after they have served their probationary periods.
11. The Union acknowledges that Stewards, members of Committees and Union officers have regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without obtaining the permission of their supervisor or immediate supervisor, and will give any reasonable explanation which may be requested with respect to their absence.
12. It is clearly understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of

employees, or with other Union business; and that in accordance with this understanding the Company will compensate such employees for time spent in negotiating with the Company, in handling grievances of employees, at their regular rate of pay and that this does not apply to time spent on such matters outside of regular working hours.

GRIEVANCE COMMITTEE

13. The Grievance Committee shall be composed of the Union President, or in his absence the Union Vice-president, the Chief Steward, or in his absence the Assistant Chief Steward and the Steward who is representing the employee. The grievor **or** the Coordinator may be available at all steps of the grievance procedure, at the request of either the Union or the Company.

GRIEVANCE PROCEDURES

14. It is the mutual desire of the parties hereto that grievances of employees shall be adjusted **as** quickly as possible and it is generally understood that **an** employee has no grievance until he has first given his Coordinator an opportunity of adjusting his grievance, and if an employee has any opinion **or** question which he wishes to discuss with the Company he shall take the matter up with his immediate Coordinator, and he will be accompanied by the Zone Steward of his choice, when available, if he requests such assistance.

The Union and the Company agree that grievances not entered into under the grievance procedure within 10 working days after the grounds of the grievance occurred, shall not be processed. It is also mutually

agreed that when either party decides not to process the grievance further, the party so deciding will advise the other party in writing. It is further understood that the above time limit shall not apply in those instances involving an error in an employee pay.

Where an employee is called to a meeting (fact finding) where discipline may result, he may be accompanied by the steward of his choice, if he requests such assistance.

15. If such grievance is not settled to the satisfaction of the employee concerned within one (1) working day or within any longer period which may be mutually agreed upon at the time, the following steps of the grievance procedure may be invoked in order.

STEP NO. 1

16. The Zone Steward or **the** Chief Steward, shall state the grievance of the employee (or employees) in writing and shall deliver a copy to the immediate Coordinator of the employee concerned. After such discussion **as** is necessary the Coordinator shall state his decision or his refusal to make a decision in writing with appropriate reasons, and deliver a copy to the Human Resources Manager and to the Zone Steward and the Chief Steward within one (1) working day or a time mutually agreed upon.

STEP NO. 2

17. Within two (2) working days after the Coordinator has delivered his written decision to the Zone Steward and the Chief Steward, the following procedure will be followed:

The grievance shall be considered at a meeting of the Union Grievance Committee and if unresolved, shall be taken up at a meeting between the Zone Steward and the Grievor with the Department Manager, the Grievor's Co-ordinator.

If the Grievance is not settled within (2) working days, or within any longer period which may be mutually agreed upon at the time, after the Grievance Committee has met with the Management, then the Grievance shall be taken up as follows:

STEP NO. 3

18. A meeting shall be held between the Grievance Committee and the Plant Manager and/or the Operations Services Manager/ Manufacturing Manager, Human Resources Manager, an Department Manager.

At this meeting the Business Agent of the Union or his nominee may be present if his presence is requested by either the Company or the Union. If the grievance is not there settled to the satisfaction of both parties within a period of two (2) working days or within any longer period as may be mutually arranged at the time, then at the request of either party to this agreement the grievance may be referred to arbitration. All times as set out in the Grievance Procedure and Arbitration may be extended by mutual agreement between the Company and the Union, in writing.

19. If arbitration is to be invoked, the request for arbitration must be made in writing within ten (10) working days after the grievance has been dealt with in Step No. 3.

ARBITRATION

20. When either party requests that a grievance be submitted to arbitration they shall make such requests **in** writing addressed to the other party to this agreement. Within ten (10) working days thereafter, the party who initiated the grievance shall submit a letter to the other party giving the name and address of its nominee to the arbitration board. With five (5) working days thereafter the other party shall respond in a letter giving **the** name and address of its nominee to the arbitration board. The two arbitrators so nominated shall meet within 10 working days, and if within 2 working days they fail to settle the grievance. they shall attempt to select **by** agreement a Chairman of an Arbitration Board. If they are unable to agree upon such a Chairman within a further period of 90 days they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairman.
21. **No** person may be appointed as an arbitrator who has been involved in an attempt to negotiate **or** settle the grievance.
22. Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.
23. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

24. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions **of** this agreement nor to alter, modify or amend any part of this agreement.
- 24.A When **a** grievance which affects an employee's pay is settled, the settlement may be made retroactive for a period as agreed to by the conferring parties or by a majority decision of a Board of Arbitration, but in no case will the settlement be made retroactive for **a** period greater than two months prior to the last date on which the grievance was presented in writing to the Company.
25. The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto.
26. At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee **or** employees concerned and any necessary witnesses, and all reasonable arrangements will be made **to** permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

DISCIPLINE AND DISCHARGE

27. The Union acknowledges that probationary employees may be discharged for reasons less serious than would justify dismissal **of** a regular employee.

No employee on the seniority list shall be disciplined or discharge without just cause.

Any employee on the seniority list is entitled, prior

to the imposition of suspension or discharge, to be notified at a meeting with management, of the reasons for considering such action. The employee shall be accompanied by the Zone Steward of his choice, when available, if he requests such assistance, who shall be advised in advance by management of the time and place of the meeting.

Employees shall be notified in writing of the grounds for suspension or discharge. The Chief Steward and Zone Steward shall receive copies within one (1) working day of the action.

The employer shall provide the employee, the Chief Steward and the Zone Steward with copies of any written warnings affecting the employee. Any reply by the employee shall become part of his record. It is understood that upon an employees request he shall be granted the opportunity to personally view his disciplinary record.

28. A claim by an employee on the seniority list that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement is lodged with the Human Resources Manager within three (3) working days after the employee ceases to work for the Company. Further action on this matter will commence at Step No. 2
29. Such special grievances may be settled by confirming the Company's action in dismissing the employee, or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties. Full compensation is to include all benefits and wages (including premiums) provided it is consistent with the arbitrator's decision.

30. When an employee has been dismissed without notice he shall have the right to interview his Steward for a reasonable period of time before leaving the plant premises.

Records of discipline shall be removed from the employee's file and shall not be used against him or her, for any purpose, after two (2) years have expired from the date the discipline was taken.

MANAGEMENT

31. It is understood that the Management may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its Officers, or Stewards; and that if such complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referral to arbitration in the same way as the grievance of an employee.
32. During the term of this Agreement meetings of the Union Executive with Management shall be held whenever the Union Committee submits an agenda of the business to be transacted and give 24 hours notice of the meeting.

SENIORITY PROBATIONARY EMPLOYEES

33. An employee will be considered on probation until he or she has worked 360 hours. At that time he or she will be approved as a regular employee. approval for benefit purposes will commence the first of the month following the completion of 360 hours worked.

34. (a) New employees shall have no seniority during the first 30 days worked. However, after working 30 days employees will be placed on the plant-wide seniority lists and such seniority shall date from the date of their employment. Seniority is defined as the length of continuous service in the Peterborough Plant.
- (b) An employee with seniority may ripply plant-wide seniority when there is a reduction in the working force so long as it does not prevent the Company from maintaining a working force of employees who are qualified to do the work which is available. "Work which is available" may include work in any department.
- (c) An approved employee shall riot be laid off prior to a probationary employee unless such probationary employee is the only qualified employee who is practically available for the job.
- (d) The Company reserves the right to decide the work assignment of employees who exercise section (b) Clause 34.
- (e) The Company shall prepare and submit to the Chief Steward and the Recording Secretary of the Union, revised copies of the plant-wide seniority lists quarterly each year, and one will be posted on the main Bulletin Board.
35. The seniority provisions of this Agreement shall not apply to students specifically hired as summer help. Such employees, when hired shall lie required to acknowledge their temporary status by signing a form provided

for this purpose by the Company.

If an employee originally hired as summer help should at a later date desire to become a permanent employee, the Company reserves the right to accept or reject his application at that time. If the Company agrees to allow such an employee to convert to permanent status his seniority shall date from the time his status is changed.

36. (a) A permanent transfer is when an employee is transferred to another job or receives a job under Clause B15 Job Opportunity and there is no intention of returning the employee to his former job. Employees affected will be so notified, and will remain on their permanent jobs unless their job is eliminated or by provision of Clause B15 or Clause 36(b) or by discharge from the Company.
- (b) In case of temporary transfer for less than 30 working days, seniority need not be followed. At the time such a temporary transfer is affected the Coordinator will indicate to the employee involved the expected duration of the transfer. An employee so transferred will return to his regular job on completion of the period indicated if he so desires.

LAYOFF AND RECALL

37. Where it is necessary to increase the working force of the employees, Seniority will be the guiding factor so long as it does not prevent the Company from securing a working force of employees who are qualified and willing to do the work which is available.

In the event of the lay-off or recall of an employee with less than one year's seniority the Company may, if the difference in seniority is 12 days or less, lay-off or recall without following the seniority list.

38. The Company will not be obliged to follow the seniority rules when notifying employees of a lay-off of two working days or less duration.

The Company will endeavour to minimize the scheduling of a lay-off under this clause whenever practical. This provision shall be used in the event of an emergency or in the case of scheduled area or total plant shut-downs, but shall not be used for the purposes of scheduling short work weeks of over two consecutive weeks. If extended short work weeks are necessary, lay-off will be made in accordance with Clause 34(b).

39. (a) Probationary employees who are laid off will be retained on the Company Seniority List for a period of three months. Regular employees who are laid off will be eligible for recall up to a period of two (2) years with up to one (1) year of accumulated seniority, and no loss of past seniority. Unless employees report to work within 7 working days after being requested to do so, they will forfeit their claim to re-employment at the Company's discretion. Employees so requested to return to work must notify the Company within two (2) working days of receiving such notice, whether they intend to return or not. All employees must keep the Company informed as to their current address and telephone number. Notice of recall will be considered received

when the Company communicates such notice to the last known address of the employee. In instances where the Company communicates such notice, but is unable to contact the employee or receives no reply from the employee, confirmation that notice has been given will be supplied in writing to the Chief Steward and the Secretary of the Union.

- (b) In lay-offs other than those concerned under Clause 38 the Company will provide the Chief Steward and Recording Secretary with the names of those employees to be laid off within 2 days prior to a lay-off and will provide the names of those recalled on the day of recall.
- (c) Any employee while working for the Company, who is away three (3) consecutive days and fails to report his or her absence during that period without satisfactory explanation will be subject to termination.
- (d) **An** approved employee subject to lay-off shall receive regular Company paid benefits for the first full month following lay-off. When the first day of a month occurs during the last work week of an approved employee subject to **lay-off**, such employee shall receive Company paid benefits for only the balance of that month. Approved laid-off employees may purchase Company paid benefits for a period of up to six months after lay-off.

LEAVE OF ABSENCE

40. Special Leave of Absence

The Company may grant leaves of absence

without pay to any approved employee for legitimate personal reasons and any person who is absent with permission shall accumulate seniority during such leave, up to a period of six months, except elsewhere provided. Where a leave of absence is granted for a period greater than six months, the employee shall and continue to accumulate seniority after six months from the date the leave commences, he or she shall, however, retain the seniority accumulated to that date for the duration of his or her leave. All requests for leaves of absence must be made in writing and replied to in writing.

Employees on special leave of absence, except as provided in (a) and (b) below, who take other employment, or who utilize such leave of absence to seek other employment, or who fail to report on the conclusion of such leave of absence, shall be terminated and all seniority rights shall cease.

Employees on special leave of absence are responsible for the full cost of any benefit plans to which they subscribe and must make arrangements with the Payroll Department for premiums prior to departing on such leave of absence.

(a) Leave of Absence for Union Business

Subject to the contingencies of Company business, approved employees, not exceeding two from any one department and not more than five in total from the Plant at any one time, upon three weeks notice, shall be granted a leave of absence without pay for a specified maximum period for the purpose of attending to Union business. It is generally under-

stood the amount of leave granted is the amount of leave to **be** taken. However, in **unusual** circumstances, upon thirty days notice to the Company, an employee who wishes to return to work prior to the end of the leave granted may do so. Such returning employee, provided that **he** can satisfactorily perform the required work, will be placed on the job previously held, subject to his seniority. Application for the extension or renewal of a leave of absence **may be** made in the normal manner.

It is explicitly understood that, subject to (b) below, the above leave does not apply to **election** activities. Leave of absence of two days or less under this clause will require three working days notice. In the case of extenuating circumstances, the Company may waive the three day notice in granting a leave of absence of two days or less.

An employee who is granted a leave of absence for Union business will, receive wage and benefit coverage from the Company. The Company will then submit to the Union on a monthly basis expenses incurred for the period of the leave and will be reimbursed no later than one week after the bill has been submitted.

(b) Leave of Absence for Public Office

An approved employee who has been **officially** nominated as a candidate for a Municipal, Provincial or Federal Public Office will, upon three (3) weeks notice, be granted a leave of absence without **pay** and without loss of seniority for cam-

paigned purposes for a period of no longer than the official prescribed campaign period.

Any approved employee elected to a Municipal, Provincial or Federal Public Office, which requires the full time services of the employee, will, upon three weeks notice, be granted a leave of absence without pay and without loss of seniority for the term of office to which he is elected.

(c) Leave of Absence for Sickness or Injury

An employee exercising his right under this clause must provide two weeks notice of his desire to return to work and must satisfy the Company Physician that he is capable of returning to work. In the case of an employee whose period of sickness or injury exceeds the time limits of this clause, the Company will consider the medical condition of the employee as it may relate to his employment with the Company and may at its discretion reinstate the employee. If an employee is rehired under such circumstances he shall be given credit for such seniority as he has previously accumulated.

(d) Maternity Leave of Absence

To be eligible for maternity leave of absence an employee with at least 13 weeks service preceding the estimated date of delivery, will present to the Occupational Health Nurse a certificate by a legally qualified medical practitioner stating the date upon which delivery is

expected to occur.

The Company will grant *it* leave of absence up to 17 weeks immediately preceding the expected date of delivery and until the date of delivery, or after the expected date of delivery.

Where an employee's health and safety are endangered because of her physical condition and/or her job requirements, the pre-natal and/or post-natal leave of absence may be altered after receiving the written opinion of a legally qualified medical practitioner. Such employee who has her pre-natal and/or post-natal leave of absence extended due to complications arising from the pregnancy, may qualify for benefits as defined under the Illness and Accident Plan.

The employee shall produce, when so requested by the Company, a certificate of her physical condition in respect to her safety and health as referred to above and any employee who complies with the above procedure shall be reinstated and given credit for seniority accumulated during her leave. The Company will require two weeks notice prior to the employee's pre-birth leave of absence, of her desire to return to work, in order to reinstate the employee.

An employee on an authorized unpaid maternity leave of absence shall continue to receive her existing benefit coverage paid by the Company during the term of her maternity leave of absence.

(e) Parental Leave of Absence

The Company will grant up to 22 weeks unpaid parental leave following the birth of a child or the coming of an adopted child into a parent's custody, care and control for the first time. Both parents are eligible to take 22 weeks.

For a natural mother, parental leave commences when pregnancy leave ends or when the baby first comes into her custody, care and control.

For fathers and adoptive parents, parental leave must commence within 35 weeks after the birth or after the child first comes into the custody, care and control of a parent.

Employee must give two weeks written notice prior to the commencement of the leave and the same before the date leave is to end.

Seniority shall accumulate during such leave. An employee on an authorized parental leave shall continue to receive existing benefits coverage paid by the Company.

(f) Paternal and Adoption Leave

An approved employee whose wife gives birth to a child or an approved employee who legally adopts a child shall receive, as time off, the day of birth or the day the child is brought home or the day the adopted child is officially placed in the home. Where such a day falls on a day where he is both regularly scheduled and available, for work he shall be compen-

sated for 8 hours pay at his regular straight, **time** base rate for the day.

GENERAL PROVISIONS

41. Coordinators

A non-bargaining unit employee **of** the Peterborough Plant who transfers into the bargaining unit will do so without loss of seniority, but will be unable **to** exercise posting rights under clause B-15 Job Opportunity for a period of **one** year after such a transfer. The transfer of such an employee **will not result in the layoff of** any bargaining unit employee and will not occur while any bargaining unit employee is laid off.

No Coordinator **or** personnel above the rank of **Coordinator** will undertake to do any work **which** is normally done **by** an hourly **paid** employee, **except:**

- (a) Instruction of new employees or employees assigned **to** new jobs.
- (b) When qualified **hourly** workers are not readily available.
- (c) In **an** emergency

BULLETIN BOARDS

- 42.** The Company will **provide** bulletin boards in mutually satisfactory locations throughout the plant **for** the convenience of posting notices **of** Union activities. **A** special bulletin board **for** *the* **exclusive** use of *the* Union will be installed in *a* mutually agreed location. All such notices must be signed by the **proper** officer of the Union and submitted *to* the Human **Resources** Manager or his authorized representative **for** approval and posting.

Safety and Health

43. The Company will make reasonable provisions for the safety and health of the employees during their hours of employment as outlined in the Ontario Occupational Health and Safety Act.

"Changes to the Workers' Compensation Act, Bill 162, in conjunction with the Human Rights Act, set up a mechanism for the return to work of employees who have been disabled through illness or accident, whether work related or otherwise.

This will be accomplished through one or a combination of modifications of the employee's regular job, same department - different job, different department - different job, composite job, project work or level entry jobs. The #5 Elevator will be identified as a level entry job."

Failing the above process, at the request of the Company or the Union, representatives of both parties will meet to evaluate job opportunities for modified work when a job posting becomes available through: attrition, an employee posting out of a job, or through the creation of a new job.

Technological Change

44. In the event of the installation of new equipment that will result in the reduction of the working force the Company will, in advance as far as practical, before the installation of such equipment meet with the Union and provide them with data regarding the proposed installation, number and classification of employees likely to be affected by the change. The Union acknowledges that in no way does the foregoing impede the right of

the Company to make technological changes and that such changes may be made at the sole discretion of the Company.

In the event an employee is permanently transferred to a lower rated job as a result of Technological Change such **an** employee will continue to receive this regular job rate for a period of three months.

HOURS AND OTHER WORKING CONDITIONS

A Schedule "B" and appendix thereto respecting the hours of work, recognized plant holidays, overtime conditions and rates and certain other working conditions or rules governing the same.

JOB RATES

45. Employees shall be paid the applicable job rate provided for in Schedule "C" - Schedule of Rates, for jobs they perform when they became qualified.

Employees working on a higher rated job for 4 hours or more in a day/shift shall be paid the higher rate for all hours worked in that day or shift.

46. "Qualified" as used above shall mean, ability to perform the job without instruction or assistance.

RATE PROTECTION

47. Rate Protection is designed to protect an employee's "regular rate" in the event that he is transferred to a lower rated job for reasons other than demotion **or** at the employee's request. The "regular rate" is established when an employee is permanently transferred to a job *as* defined in Clause 36(a) of

this agreement and has become qualified for the job as defined in Clause 46.

Provided the above conditions are met, an employee transferred to a lower rated job shall maintain his regular job rate for a period of 25 working days.

48. No subsequent transfer of less than five (5) working days (return in excess of four (4) hours is return for a day) shall interrupt or renew the twenty-five working day rate protection.
49. If a transfer to a lower rated job is made at the request of the employee, he shall receive the lower rate immediately.

VACATION PLAN

A Schedule "D" for the vacation privileges of employees and the conditions upon which the same are granted.

UNION SECURITY

50. (a) The Company agrees that it shall be a condition of employment that any employee who, at the date of this agreement, was a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership during the term of this agreement.
- (b) Any employee to whom Clause (a) of this article applies may resign from membership in the Union between October 15 and November 1, 1995 both dates inclusive, and his employment shall not there.. by be affected.

Such employees, however, will be required to continue to pay union dues for the duration of this Agreement.

Employees in the bargaining unit, who at any time have been members of The Quaker Oats Employees Independent Union (Cereals) shall be required to pay union dues for the duration of this Agreement. However, such employees shall not be required to become members of the Union in order to remain in the employment of the Company.

- (c) New employees hired subsequent to the signing of this Agreement and remaining in the employment of the Company shall, sign an authorization to check off union dues and such check-off shall continue in effect for the duration of the Agreement. However, such new employees shall not be required to become members of the Union in order to remain in the employment of the Company.
- (d) No employee shall be subject to any penalties against his application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and Bylaws of the Union; and no coercion or intimidation of any kind shall be practiced to compel or influence an employee to join the Union nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become members of the Union.
- (e) If an employee asserts that he has been unfairly deprived of membership in the

Union, such assertion shall constitute a grievance and shall be dealt with according to the Grievance Procedure established by this agreement.

(f) Employees who are recalled and return to work after lay-off shall automatically pay union dues for the current month in which they are recalled, provided they had previously been in the employ of the Company and were subject to Union dues.

(g) An information form shall be supplied by the Union to be distributed to new employees by the Company.

CHECK OFF

51. On receipt of instructions in writing from any employee forwarded through the Secretary of the Union, the Company agrees to deduct the regular weekly Union dues from an employee's pay, and to remit the total sum of the amounts so deducted together with a list of all employees from whom such deductions have been made throughout to the Financial Secretary of the Union on a weekly basis.

TERMINATION OR MODIFICATION

52. The Agreement shall continue in effect until the 31st day of October 1995 and unless either party gives notice in writing to the party that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect until the 31st day of October 1996 and so on from year to year thereafter.

Notice that amendments are required, or that ei-

ther party intends to terminate the Agreement, must be given at least 30 days prior to the 31st day of October 1995, or at least 30 days prior to the expiration of any annual period thereafter.

The parties hereto agree to meet for the purpose of negotiations within 10 days after the giving of such notice, and if, as a result of such negotiations, the parties fail to negotiate a new agreement or modification of the present agreement prior to the 31st day of October 1995 following the date of such notice, then this Agreement shall remain in force under the provisions of the Ontario Labour Relations Act.

THE QUAKER OATS COMPANY
OF CANADA LIMITED

SCOTT RAKER

M.J. McNULTY

JOHN PERKINS

TONY VERNEM

GORD WATKINS

THE QUAKER OATS EMPLOYEES
INDEPENDENT UNION (CEREALS)

DOUGLAS H. FISHER

PETER J. GUERIN

BRIAN HENDERSON

JACK HORSFIELD

PATRICIA OTTO

DATE: December 23, 1993

SCHEDULE "B"

HOURS OF WORK, OVERTIME REGULATIONS, SHIFT BONUS, GENERAL WORKING CONDITION, ETC.

NORMALLY ASSIGNED HOURS:

The normal hours of work shall be forty hours **per** week, consisting of five eight hour days, Monday through Friday inclusive. The foregoing shall not be construed as a guarantee of a minimum number of hours nor as a limit on the Company to schedule hours in excess of the normal **work** day or the normal work week.

The Company agrees to post normal starting and quitting times for each department or sections within a department not later than 2:00 p.m. Thursday of the previous week. Except in the event of unforeseen circumstances an employee's shift as posted shall remain constant throughout the week.

The first shift will start between the hours of 10:00 p.m. and 12:00 a.m. The second shift shall start between the hours of 6:00 a.m. and 8:00 a.m. The third shift will start between the hours of 2:00 p.m. and 4:00 p.m. The appropriate shift bonus will apply.

The Stationery Engineers' 12 hour shift shall be recognized exclusive of the normal hours of work and the overtime provisions pertaining to payment over 8 hours. Bereavement Pay, **Jury Duty and** Illness and Accident shall accommodate the 12 hours shift.

Notwithstanding a provision pertaining to the introduction of a modified work schedule, exclusive of the normal work week and normal overtime regulations may be implemented. When the normal

hours of work including attainable scheduled overtime do not enable the Company to meet production requirements, the Company with the Union and those employees affected will consult to determine a work schedule that may enable us to meet those production requirements.

REDESIGN CLAUSE

The Company and the Union recognize the inevitability of change and the need for co-operative approaches in dealing with the effects of change in the workplace.

The Company and Union feel a process of redesigning the way in which our systems operate is necessary and as such, support redesign efforts for the long term viability of the organization. Teams comprised of hourly and salaried personnel may be formed and challenged to analyze systems within our operation, with the goal of providing recommendations for improvement, to the Improvement Team. Should such recommendations exceed the boundaries of this Collective Agreement the Company and Union Negotiating Committees (I.A.M.A.) shall work together in good faith to resolve said issues.

Through these process redesign efforts self directed business units are encouraged and can be implemented where they can be properly trained, supported and compensated. Hourly personnel will not be responsible for hiring, firing, job elimination or discipline of other hourly personnel or salaried staff.

Innovative changes shall not give any employee a seniority advantage over any more senior employee in determining preference for job opportunity, lay off or recall.

And finally nothing in this clause shall prevent the Union or the Company from carrying out its traditional and contractual obligations.

B1 LUNCH PERIODS

Employees working on shifts for which unpaid lunch periods are scheduled **will** be allowed time for lunch without pay. Such employees shall be notified of the time of their lunch period when they are notified **of** their assigned shift.

On shifts where unpaid lunch periods are not possible or practical, employees will be allowed thirty minutes for lunch with pay. The foregoing shall be inclusive **of** that period of time from when an employee leaves his work station until he returns to same.

It is understood that lunch periods may be staggered in order to maintain continuous production. However, no employee shall **be** required to take his lunch period earlier than three hours after his shift starts, nor later than five hours after the start **of** the shift. Employees working **a** continuously scheduled two or three shift operation will be entitled to a paid lunch period until such time that they are scheduled to a second week, day shift operation where it is possible and practical to receive an unpaid lunch period. **At** that time an unpaid lunch period will be scheduled.

Lunching and smoking will be confined to times and areas designated by the Coordinator.

B2 REST PERIODS

The **Company will** grant **a** rest period of 10 minutes in the first **half** and 10 min-

utes in the second half of each shift, the period to be allotted at the discretion of the Coordinator.

B3 REPORTING ALLOWANCE

An employee who reports for work at his normal time, unless otherwise notified, shall be provided with at least four hours work at the employee's correct rate of pay. If no suitable work is available the employee shall be paid one-half the number of hours normally assigned on that shift or day. In case of forced shutdown or employee work stoppage, the same does not apply.

The foregoing shall not apply in respect to any employee returning from vacation who fails to ascertain from the work schedules posted on department bulletin boards as to which shift he or she is to report to work.

The Company will continue it's present practice of trying to notify all employees as to when to return to work.

B4 TIME AND ATTENDANCE

Employees are expected to report for work and be at their work assignments on time. When an employee is unable to **report** for work he/she will notify his/her Coordinator half **an** hour, or **as** soon **as** possible before his/her starting time. The company realizes extenuating circumstances may occur that result in an employee not being able to report for work at the start of his or her scheduled shift. In such case the employee should notify his or her Coordinator as soon as possible.

Employees **will** card in at the booking termi-

nal using their own card only. If an employee is one or two minutes late, no deduction is made. From three to fifteen minutes late a full fifteen minutes is deducted, **and** thereafter in a similar way by fifteen minute periods.

Note: Penalties will be levied against the total of regular assigned hours or from the total of overtime hours according to the period in which the lateness occurred, i.e. employees who are late during regular assigned hours shall not suffer penalties by **way** of deductions from overtime hours worked.

Failure to card in or out will be penalized fifteen minutes pay for each missed booking. If the arrival booking is missed then the employed must card in and out upon departure.

Carding out early without approval of ~~Coor-~~ordinator will be penalized fifteen minutes pay.

Overtime worked must be approved by the Coordinator and initialled by the Coordinator on the Time and Attendance report.

Employees on shift work will remain on their assigned jobs until properly relieved or until the end of their regular shift.

B5 OVERTIME REGULATIONS

1. Overtime shall be paid at the rate of one and one half times the **regular** straight time rate for all work:
 - a. in excess of eight (8) hours in one day or shift as defined in Clause 3.

- b. for all hours outside the normally scheduled hours of work provided the employee completes his regular shift except as provided by Clause 4.
 - c. for all hours in a rescheduled shift (as defined in Schedule "B" - mid-nights, days or afternoons) which have been changed at Company request with less than 16 hours notice.
 - d. no overtime or premium payments will be computed twice on the same hours worked, but the highest single premium shall apply.
 - e. or all hours worked on Saturday except as provided by Clause 2.
2. Overtime shall be paid at a rate of double time the regular straight time for all work in excess of twelve (12) hours within the period of a day as defined in Clause 3, and for all hours worked on Sunday.

An employee who is working on a Saturday and who has completed 8 consecutive hours worked shall be paid at a rate of double time the regular straight time rate for all work performed over the first 8 hours.

3. A day, when mentioned in the Agreement, is understood to be the 24-hour period, beginning at either 10:00 p.m., 11:00 p.m. or 12:00 midnight, depending upon what schedule of shifts the employee is working on. It is also further understood when an employee is required to split his or her eight (8) hour shift the hours worked on the second shift shall be paid at overtime rates.

When overtime is required, the Company will offer it in the following manner:

- (a) First, to employees posted to and working on the job;
- (b) Secondly, to employees working on the job;
- (c) Thirdly, to the qualified Relief or Utility if that employee relieves the job as part of the relief schedule;
- (d) Next, when practical, to employees posted to the job but not working on the job at that time;
- (e) To other department employees qualified to do the work
- (f) To other employees in the plant who are qualified to do the work

When seeking employees to perform overtime work, the Company will make every reasonable effort to fairly distribute overtime amongst qualified employees who are willing to do the work. When there are multiple incumbents the Company will ask the senior employee first, and rotate through all the remaining incumbents, following in seniority, until all employees have been given an opportunity at overtime. The amount of overtime scheduled for any employee will be held within the limits of Company policy (a maximum total of 12 consecutive hours worked including straight time) where reasonable and practical. Only in the event that no alternative qualified employee is readily available will the Company require the incumbent or temporarily assigned employee to work the overtime.

4. If an employee is off work due to illness or authorized absence other than at the employee's request in a shift, that time that he would otherwise have worked will be **counted** as time worked for the purpose of calculating his eight (8) hours for the day in which the lost time occurred.
5. The Company will notify employees who may be required to work scheduled overtime on Saturdays and/or Sundays not later than Thursday of the week in which the overtime is required. In the event of unforeseen overtime on Saturday and/or Sunday becoming necessary, the Company agrees to notify employees who may be required to work, as soon as possible.
6. An employee required to work on any Recognized Plant Holiday, as provided for in Clause B6 shall be compensated for such work at the rate of time and one half his regular rate of pay in addition to the 8 hours Recognized Plant Holiday pay.
7. An employee working 2 hours of overtime following his regular 8 hour shift will receive a paid **lunch** period on addition he/she shall be paid for their normally scheduled lunch periods during his/her regular 8 hour shift.
8. Employees called out to **do** a special job shall be paid 1 1/2 times for hours worked (not less than an amount equal to 4 hours at regular rate). In cases where the work extends into the employee's regular shift, pay will revert to straight time for those hours worked on his regular shift, subject to applicable provisions of the paragraphs above.

Note: A call-out for a special job is one requiring skills not available and may involve more than one emergency repair.

B6 RECOGNIZED PLANT HOLIDAYS

The plant holidays recognized by the Union and the Company are as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	4 Floating Holidays

In the first year of the contract the 4 Floating Holidays will be:

December 29th and December 30th, 1993,
Easter Monday, April 4, 1994 and Monday,
July 4, 1994, Canada Day Weekend.

In the second year of the contract the 4 Floating Holidays will be:

December 28th and December 29th, 1994,
Easter Monday, April 17, 1995 and Friday,
September 1, 1995, Labour Day Weekend.

Stationary Engineers working on Christmas Day or New Years Day will be paid at double time for all hours worked.

Each employee shall, for each of these recognized Plant Holidays, be paid for 8 hours at his straight time base rate provided:

- (a) he has over 30 days service.
- (b) he completed his regularly assigned shift immediately prior to, and immediately following such holiday or has an authorized leave of absence immediately prior to, or immediately following such holi-

days will not cause the employee to lose the holiday pay.

(c) an employee may further qualify for holiday pay if

- (1) his absence from his regularly assigned shift before and/or after the holiday was due to death in the immediate family
- (2) he worked some time in the week previous to or following the holiday and his absence from his regularly assigned shift before and/or after the holiday resulted from him being hospitalized or personally ill and he is able to furnish proof of his illness in the form of a Doctor's Certificate. It is understood that in no case will an employee be paid both Illness and Accident benefit and holiday pay for the same day. However, such an employee will not receive less than an amount equivalent to his holiday pay.
- (3) he reports for his regularly assigned shift before or after the holiday but fails to complete it because he is sent home by Management due to illness.

Note: Immediate family includes Mother, Father, Wife, Husband, own Child, Brother, Sister, Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Grandfather, Grandmother, Niece or Nephew, Step-Mother, or Step-Father, Son-in-Law, Daughter-in-Law, Grandchildren and Grandparents-in-Law. An employee required to work on any such recognized Plant Holiday shall be compensated for such work at the rate of time and one half his regular rate of pay in addition to the 8 hours recognized Plant Holiday pay.

B7 SHIFTBONUS

The third shift shall receive a shift bonus at 3% of the base rate and the first shift shall receive a shift bonus at 4% of the base rate.

	<u>1st</u>	<u>3rd</u>
1st Year	.66	.50
2nd Year	.67	.50

It is agreed that payment of shift premiums applies to hours worked during the first shift or third shift. However, for an employee to qualify for the premium in a shift other than his regularly scheduled shift, the employee must work for over an hour in the other shift.

B8 JURY DUTY

When an employee is called by the Crown to serve on a **jury** or is subpoenaed as a witness the Company shall pay the difference between the fee received from the crown and the employee's regular daily rate excluding shift or other premiums up to 8 hours per day with a maximum of 40 hours per week provided:

- (a) the employee furnishes proof of service
- (b) provides the Company with at least 48 hours notice of when he is to report
- (c) returns to work **if** he is called and not kept
- (d) such duty falls on a regularly scheduled work day the employee would have worked.

It is expressly understood that false claims for jury duty pay may result in instant dismissal. Employee shall mean an approved regular full time employee of the Company.

B9 BEREAVEMENT PAY

An employee absent from work solely due to a death in his or her immediate family during periods when he or she is both scheduled and available for work, may receive three (3) days pay for lost time during the period between the death and three (3) calendar days following the funeral for the purpose of attending the funeral, travel to and from same, or time required for making funeral arrangements. In the event of the death of the employee's spouse or child he or she may receive five (5) days pay for the time lost during the period between the death and five (5) calendar days following the funeral for purposes previously outlined. In the event of the death of an employee's mother or father, the employee may receive a fourth day's leave with pay to attend to business affairs arising from the bereavement. This leave must be taken within 30 days following the funeral. Payment shall be made on the following basis:

Such employee will be paid his straight time basic rate excluding shift or other premiums, for his scheduled hours he normally would have worked during such leave. It is expressly understood that the determination of the length of such leave shall be solely the right of the Company.

Immediate relative in respect to the foregoing shall mean an employee's mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law and grandparents. Employees shall mean an approved, regular full-time employee of the Company. It is further understood that a leave of absence of one day with pay may be

granted to **an** employee for the purpose of attending the funeral of his grandparents-in-law.

B10 PAYMENT OF WAGES

Weekly by cheque and at points convenient to employee's place **of** work.

Employees on the day shift to receive their pay cheques Thursday forenoon. Employees on the afternoon shift to receive their pay cheques Wednesday evening. Cheques to be given to employees on the first shift before the end of their shift Thursday morning.

Vacation pay will be paid in advance to employees who request it 9 days in advance of commencement **of** vacation.

A normal payroll week shall be from 10:00 p.m. Saturday or 11:00 p.m. Saturday or 12:00 midnight Saturday (depending upon the schedule of shifts the employee is working) to the corresponding time the following Saturday.

Payment will be **for** the week ending the previous Saturday.

B11 GUARANTEED WORK PLAN

The Guaranteed Work Plan shall continue in effect until October 31st, 1995, except that in the event of failure to operate the plant or any department thereof due to a work stoppage, it shall be suspended during the period of such stoppage. Those returning to work after the stoppage will not be eligible for inclusion under the Guaranteed Work Plan until the month following their return.

1. The Guaranteed Work Plan applies to all approved hourly employees actively on the payroll, guaranteeing a definite number of hours or work per month.
2. **Eligible Employees** - All present approved employees shall be entitled to the benefits of this plan. Approval for benefits under the Guaranteed Work Plan will commence the first of the month following the completion of 360 hours worked.
3. **Hours Guaranteed While Actively on Payroll** - The Company guarantees eligible employees, while they are actively on the payroll, 150 hours of work in each month, for which they will be paid their full hourly rate or base rate. This is approximately eighty-five percent of the present base time of forty hours per week.
4. **Information Concerning the Operation of the Plan**

(a) **Time of Payment**

Guaranteed time will be calculated once a month and will be included in the pay for the last pay period of each month.

b. **Work Requirements**

In order that an approved employee may be eligible for the benefits of the plan, he or she must work at least some part of the month for which the guarantee is being applied.

In the case of an employee who returns from layoff anytime in the week in which the 15th of the month falls or anytime after the 15th of the month, the Guaranteed Work Plan shall not apply to the month in which he returns. However,

such an employee shall be guaranteed eighty-five percent of the normal working hours remaining in that month based on a forty-hour week.

An employee working in a month in which he is eligible for Guaranteed Time may be allowed to complete the full week at the **end** of the month, although the last day of the month may occur before the end of that without renewing his claim for Guaranteed Time.

c. Absence

If any approved employee is absent from his or her work for personal reasons, sickness or otherwise, or by reason of accident, the guaranteed time will be reduced by the number of hours of such absence.

d. Discontinuation of Payments

For the purposes of this plan, as for all other Company benefits, any employee who is not recalled for work within the period of retention on the seniority lists as governed by the labour agreement and dating from the date of his lay-off, or who, upon demand fails to re-enter the employ of the Company, shall not be eligible for benefits under this plan. Should he later be recalled or return to work, he shall be treated as a new employee and therefore must fulfill again the requirements noted in Section 2. The same shall apply should an employee obtain full time employment elsewhere.

No further payments under this plan will be made to employees who leave the employ of the Company voluntarily, who are discharged for cause, or who are laid off because of the destruction of the plant or accident thereto, or to it's machinery, or because of the failure ta operate the Plant, or any department thereof, due to a work stoppage, or because of the permanent closing of a plant or department.

e. Transfer of Employees

The Company policy of transferring employees from one department to another under the terms of the contract will not be changed by this plan. If an employee does not accept the work resulting from such transfers, he may be denied the benefits of this plan.

f. Vacations and Holidays

An approved employee on vacation or on a Recognized Plant Holiday will be considered as being on the Guaranteed work basis, which shall include his or her vacation or holiday time.

B12 WAGEBONUS

The employee Wage Bonus Plan shall remain in effect for the Company's fiscal years July 1, 1993 to June 30, 1994 and July 1, 1994 to June 30, 1995.

B13 PROTECTIVE FOOTWEAR

The Company agrees to provide a safety shoe subsidy of \$75.00 per year to approved employees on a calendar year basis. Such subsidy will be paid for the amount spent up to the maximum upon presentation by em-

ployees of receipt or proof of purchase of safety shoes.

Approved employees may purchase more than one pair of safety shoes during the calendar year but in no case shall the subsidy exceed \$75.00 in the first year. In the second year annual credits from the first year in whole or in part, can be accumulated into the second year to a maximum of \$150.00.

B14 TOOL ALLOWANCE

A tool allowance of up to a maximum of \$300.00 over the term of the contract will be paid to approved Maintenance employees in or above Maintenance Grade Two, for the purpose of buying and replacing tools.

Each Maintenance Tradesman will receive a \$300 allowance to spend on small tools for plant maintenance over the two year contractual agreement. The allowance will be spent on a quarterly basis commencing January 1st, 1994.

B15 JOB OPPORTUNITY

The parties recognize that any employee desirous of advancing to a more preferable job **has** the opportunity of doing so. Employees who are so preparing themselves should notify the Human Resources Manager.

Permanent jobs which need to be filled shall be posted in each Department of the Plant for a period of three working days. **An** approved employee may indicate his or her interest in such a job by completing a job opportunity for provided by the Company.

A permanent job is one which needs to be

filled for more than 30 working days. Openings that have to be filled for more than 30 working days as a result of illness, vacation and leave of absence need not be posted.

In the event of a lay-off, an employee on a posted job will continue to hold his rights to return to such a job when it is again open to **him**, providing that his layoff is not more than 4 months.

An employee may be the successful applicant of a job posting once in a 6 month period.

The positions of First Miller, Lab Inspector, Permanent Floor Leaders and all Maintenance Jobs with the exception of Maintenance Grade 1 shall not be posted and will be considered progression jobs. All Package Persons and General Labour jobs shall not be posted.

The positions of Package Line Utility, Manufacturing Utility and Milling Utility will be posted when vacancies arise, however, to fill these positions, **skill**, ability, reliability, adaptability, **efficiency**, initiative, conduct and physical fitness of the employees shall be the governing factors and where these things are equal, plant-wide seniority will be the governing factor. On **an** overall assessment of these qualifications a junior employee must be better qualified to be selected over the senior employee.

The parties agree in the basic principle that seniority and performance will be the key considerations when considering opportunities for advancement. In cases of promotion, demotion, upgrading or transfers of employees, the **skill**, ability, reliability, **perfor-**

mance and conduct shall be the governing factors and where these are equal, plant-wide seniority will be the governing factor.

Interviews with candidates for job postings will be conducted on the basis of plant seniority as far as practical.

The successful bidder's name for each job posting will be posted on the bulletin board.

The Chief Steward will receive a copy of a list of employees in Job Classifications, to be revised and sent out every six month, commencing in January of each year.

B16 NEW JOBS

1. New jobs will mean only permanent jobs.
A permanent job will be one that lasts for more than 30 working days. After 30 working days the Company will establish a rate and advise the Union in writing. If there is a disagreement in the rate set, the Union will notify the Company in writing within 10 working days from the date they receive written notice from Company that the rate is set, otherwise the matter will be considered settled.
2. If the Company and the Union cannot agree on a rate for a job, the matter will be presented to a committee consisting of the Union Steward of the Department involved, plus the Chief Steward, the President, and the Company representatives. If they cannot resolve the disagreement, then the matter will be presented to a mutually acceptable, arbitrator, whose decision will be binding. It is understood that an arbitrator when establishing the rate for a New Job shall place the New

Job rate in one of the existing Grades as defined in schedule "C" Job Classification and Wage Rates.

If the Company fails to notify the Union within 30 working days of the creation of a new job, the Union reserves the right to serve notice of their disagreement under the foregoing clause.

WELFARE AND BENEFIT PLANS

The Company shall establish the plans set out in this Agreement. The Company is responsible for the administration and application of such plans. Details of the plans are outlined in booklets, as amended and each employee will be provided with copies.

B17 ILLNESS AND ACCIDENT PLAN

The Company's Illness and Accident Plan will continue in force for the life of this Agreement, with benefits amounting to seventy-five percent (75%) of an employee's regular base rate times 40 hours for approved employees who qualify under the plan for the periods that follow. Your maximum benefit in any consecutive 12 month period will depend upon your length of service.

Years of Service	Maximum Benefit
3 mos. to five years	13 weeks
5 years to 10 years	20 weeks
10 years or more	26 weeks

Benefit under this Plan will be fully integrated with those payable under the Unemployment Insurance Act. The Company paid portion of the plan will be paid for the first four weeks prior to integration with the Unemployment Insurance Sick Benefit. During the period an eligible employee is on the

U.I.C. Plan he or she shall receive a co-ordinated benefit comprised of U.I.C. Sick Pay and Supplementary Unemployment Benefit totalling seventy-five percent (75%) of an employee's regular rate times 40 hours. The regulations governing the Plan shall prevail."

This plan is subject to approval under the Unemployment Insurance Commission legislation.

The Company will provide a loan of \$350.00 per week available for any employee qualifying for the Company Illness and Accident Plan who has applied for UIC Illness and Accident and has not received his or her UIC payment by the end of the fifth week.

Should your approved claim under the Illness and Accident Plan, exceed fifteen (15) working days, your three (3) day waiting period will be waived.

B18 MEDICAL AND HOSPITAL PLAN

The Company agree to pay the full premium cost of the Ontario Hospital Insurance (Standard Ward) Plan for all eligible approved regular employees who join the plan and their dependents.

The Company agrees to pay the full premium cost of the Quaker Group Health Plan for all eligible approved regular employees who join the plan and their dependents. The Quaker Group Health Plan includes benefits under the Quaker Major Medical Plan and such benefits as are in effect October 1, 1969 under the Ontario Health Insurance Plan.

Bi9 DENTAL PLAN

Effective November 1, 1993 dental plan coverage will be provided for all eligible approved regular employees and their dependents according to the 1993 Ontario Dental Association Fee Schedule.

Effective November 1, 1994 dental plan coverage will be provided for all eligible approved regular employees and their dependents according to the 1994 Ontario Dental Association Fee Schedule.

The premium cost of the dental plan will be fully paid by the Company. Details of the plan are outlined in a booklet provided by the Company.

B20 LONG TERM DISABILITY

The Company's Long Term Disability Plan will remain in force for the life of this agreement, for all eligible approved regular employees, the cost of which will be borne by the employee.

Effective February 21, 1980 the Company will guarantee the payment of Ontario Health Insurance and Health care Benefits Plan premiums on behalf of employees who are out on Long Term Disability benefits.

The Company will notify the **Union** on the cancellation of an employee's LTD benefits.

Details of the **plan** are outlined in a booklet provided by the Company.

B21 PENSION PLAN

The Company Pension Plan for hourly employees shall be in effect and will be gov-

erned in text as filed with the Pension Commission of Ontario.

B22 GROUP LIFE INSURANCE

The Company shall provide a Group Life Insurance Plan for all eligible approved regular employees. Details of the Plan are outlined in a booklet provided by the Company.

B23 VISION CARE PLAN

A Vision Care Plan will be in effect for all eligible approved regular employees and their dependents. Details of the Plan will be provided by the Company.

SCHEDULE "C"

SCHEDULE OP RATES

C1 SETTLEMENT PAY

Each employee who was on the payroll November 1, 1993 and who is still on the payroll on the date of signing is to receive full retroactivity for all wages, and premiums for their time worked. Employees absent through sickness or temporary lay-off may qualify for settlement pay on return to work depending on when they return.

C2 ACTING COORDINATOR

A premium of twenty-five cents (25¢) per hour is to be paid to an employee who is appointed as Acting Coordinator for the period that he works as an Acting Coordinator. An employee so appointed will be subject to the conditions of Clause 41 of this agreement during the period of his appointment. Such an employee will be appointed to the position of Acting Coordinator for a continuous period not exceeding sixty (60) calendar days. In the event of extenuating circumstances (prolonged illness, vacations, etc) this period of time may be extended.

C3 SKILLED TRADES - JOB IDENTIFICATION

The wage rates of those employees employed in the area shall be governed by the Company's policy entitled "Maintenance Job Identification 1993" as amended to date.

C4 RATES

Effective November 1, 1993 all rates are to be increased .26¢

Effective November 1, 1994 all rates are to be increased .25¢

C5 STUDENT AND NEW HIRE RATES:

All starting rates shall be \$5.00 below the established rate of the job, with the exception of maintenance trades. The rate shall be increased on the employee's anniversary date by \$1.25 each year over a period of four (4) years until the job rate is reached.

Students hired specifically as Summer Help are to receive a rate of \$6.00 per hour below the rate of Grade One (1). It is agreed that the provisions of this Collective Agreement apply to Summer Help with exceptions as noted in the Summer Help hiring policy.

WAGE RATES JOB CLASSIFICATION

	Effective Nov 1/93	Effective Nov 1/94
GRADE ONE	\$16.54	\$16.79
Hot Cereal Cleaner		
Cold Cereal Cleaner		
RTE Cleaner		
Milling/Elevator Cleaner		
General Labourer		
Janitor		
Lab Helper		
Line 15 Person		
Line 21 Person		
Maintenance 1		
Muffets Person		
Package Person		
Line 1 Person		
Line 3 Person		
Line 16 Person		
Line 22 Person		
Line 5 Person		
GRADE TWO	\$16.69	\$16.94
# 4 Elevator Operator		
# 5 Elevator Operator		
Pre-Sweet Tank Person		
Batching Plant Tank Person		
Reconditioner		
Service and Relief - Shipping		
Warehouse Janitor		
Janitor & Relief		
Fruit Job		
Pallet Station		

	Effective Nov 1/93	Effective Nov 1/94
GRADE THREE	\$16.81	\$17.06
Line 1 Bellamy Operator		
Line 22 Edson Operator		
Maintenance 11		
Barline Edson Operator		
Pre-Sweet Inspector		
Reclaim Operator		
Barline Assistant		
Baler Operator		
RTE Belt Inspector		
Slitter Operator		
 GRADE FOUR	 \$17.02	 \$17.27
Bar Line Premixer		
Line 16 Blender Operator		
Distributor		
Line 7/18 Assistant Operator		
Harvest Crunch Pre-Mixers		
Line 6/9 Assistant Operator		
Muffet Cooker		
Pre-Mixer		
Bulk Packer		
Line 16 Assistant Operator		
Line 11 Assistant Operator		
Line 17 Assistant Operator		
Line 4 Assistant Operator		
Baking Mix Relief		
Line 3 Bellamy Operator		
Bran Sterilizer		
Oat Tank Person		
Line 15 Assistant Operator		
Line 21 Assistant Operator		
Line 22 Bartelt Operator		
I.Q.O. Relief		
Service & Relief Hot Cereals		
Line 30/31 1st Assistant Operator		
Line 30/31 2nd Assistant Operator		
Premix Plant Relief		

	Effective Nov 1/93	Effective Nov 1/94
GRADE FIVE	\$17.24	\$17.49
Line 5 Operator		
Line 7/18 Operator		
Line 6/9 Operator		
Maintenance 111		
Muffet Packer Operator		
Supply Person		
Weigh Person		
Line 1 Operator		
Line 3 Operator		
Line 15 Operator		
Line 11 Operator		
Line 4 Operator		
Line 21 Operator		
Fork Truck Operator		
Staude Operator and Repair		
Jones Machine Operator - RTE		
Syrup Tender /Sheeting Table - RTE		
Syrup Tender Harvest Crunch		
Bar Line Wrapper Operator		
Bar Line Wrapper Operator Relief		
Line 16 Operator		
Line 22 Operator		
Line 17 Operator		
Line 22 Blender Operator		
I.Q.O. Pie-Mixer		
Bar Line Syrup Tender		
Bakeshop Inspector		
Lab Inspector		
Jones Machine Operator - Muffets		

	Effective Nov 1/93	Effective Nov 1/94
GRADE SIX	\$17.35	\$17.60
Bulk Loader Muffet Machine Operator Gun Operator Bulk Unloader A/J System Operator Bar/Slabline Operator		
GRADE SEVEN	\$17.54	\$17.79
Checker Palletizer/Forktruck Operator Mill Grinding Operator Maintenance IV 1st Floor Operator Batching Plant Operator		
GRADE EIGHT	\$17.88	\$18.13
Maintenance V Flaking Rolls System Extruder Operator		
GRADE NINE	\$18.31	\$18.56
Maintenance VI		
GRADE TEN	\$19.49	\$19.74
Maintenance VII		
MAINTENANCE VIII	\$19.85	\$20.10

	Effective Nov 1/93	Effective Nov 1/94
UTILITY		
RTE Utility	\$17.88	\$18.13
Manufacturing Utility	\$17.35	\$17.60
Package Line		
Utility Operator	\$17.24	\$17.49
Milling Utility	\$18.24	\$18.49
Elevator Utility	\$17.54	\$17.79
Shipping Utility	\$17.54	\$17.79
FLOOR LEADER		
20¢ above highest rate in group		
MILLERS RATE		
2nd Miller	\$18.14	\$18.39
1st Miller	\$18.24	\$18.49
BOILER ROOM		
3rd Class	\$19.07	\$19.32
2nd Class	\$19.49	\$19.74
Maintenance Engineer	\$19.49	\$19.74
Chief Engineer	\$19.99	\$20.24

SCHEDULE "D"
VACATION PRIVILEGES OF EMPLOYEES
AND THE CONDITIONS UPON WHICH
SAME ARE GRANTED

Annual vacation privileges for employees shall be allotted on the basis of the following schedule:

1. Employees who by August 31st of any year will have accumulated service on the payroll of one full year (365 calendar days) provided that the service record shows that the employee has not been off the payroll at any one time more than thirty (30) consecutive days, Sundays and holidays included, during the entire period while accumulating this credit for service, shall be entitled to two (?) weeks vacation.

Employees who have been employed on and after September 1st in any year shall receive vacation credit computed to June 30th the following year. Those employed in any year between January 1st and March 31st shall receive vacation credit computed to June 30th of that year.

Employees, who in any year will have accumulated seniority of five (5) years or more shall receive three (3) weeks vacation.

Employees who in any year will have accumulated seniority of ten (10) years or more shall receive four (4) weeks vacation.

Employees who in any year will have accumulated seniority of eighteen (18) years or more shall receive five (5) weeks vacation.

Employees who in any year have accumulated seniority of twenty-six (26) years or more shall receive **six** (6) weeks vacation.

2. **An employee who is eligible for vacation shall be paid vacation pay at 2% of his previous year's earnings (exclusive of wage bonus) for each week of vacation, or 40 times his regular hourly rate for each week, whichever is the greater.**
3. **If an employee voluntarily quits or is discharged from service for cause, he shall receive only such vacation credits as shall be determined by the Employment Standards Act.**
4. **Vacations may be given at any time during the year subject to the demands of business. However, each department should make a sincere effort to grant vacations at the time wanted by the employees, giving the longest service employee preference.**
5. **When a holiday is provided for in B6 falls during an employee's vacation, the employee may either accept pay for the holiday or a day off in lieu of the holiday which is mutually acceptable to the employee and the Company.**
6. **An employee who has completed 5 years service and is eligible for 3 weeks vacation or more may hold 1 week vacation credit over, to be taken some time in the first four months of the following year.**
7. **Time spent on sick benefits, Long Term Disability Benefits, Workmen's Compensation Board benefits and any other approved Leave of Absence, shall be considered to be equivalent of time spent in service in fulfilling the active employment requirements.**

LETTERS OF INTENT

1. Re: Hold Over of One Week's Vacation
2. Re: Shipping Department Lunch Periods
3. Re: Selection of Permanent Floor Leader
4. Re: Administration of Clause B15 Job Opportunity
5. **Re:** Severance Pay
6. Re: Technological Change
7. Re: Long Term Disability
8. Re: Changes to Existing **Jobs** and **New Jobs**
9. Re: Maintenance **Job** Identification
10. Re: Bridge Retirement Plan
11. Re: Tool Allowance
12. Re: Parental Leave

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President. The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: HOLD OVER OF ONE WEEKS VACATION
INTO THE FOLLOWING YEAR

It is understood that an employee who elects to hold one weeks vacation over to be taken some time in the first four months of the following year, may because of sickness or extenuating circumstances, delay taking his or her one week vacation until the first week immediately following his or her return.

Yours truly,

J. F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: SHIPING DEPARTMENT
LUNCH PERIODS

The Company agrees that Shipping employees at the Monaghan Road Warehouse required to work scheduled two shift operations alternating between days and afternoons on an equal basis shall receive a paid lunch period for both the day and afternoon shift.

Yours truly,

J. F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: SELECTION OF PERMANENT
FLOOR LEADER

This letter will confirm our discussion regarding the filling of Permanent Floor Leader jobs.

As set out in Clause B15 Job Opportunity the position of Permanent Floor Leader shall not be posted and will be considered a progression job. In filling this position we will first consider those employees on a job seniority basis in the classification in which we are looking for the Permanent Floor Leader. Such available candidates shall be selected on the basis of skill, ability, reliability, adaptability, efficiency, initiative, conduct and physical fitness. If no suitable candidates are available from within the job classification the Company will fill the position from another area in the plant.

Yours truly,

J. F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: THE ADMINISTRATION OF CLAUSE B15
JOB OPPORTUNITY

“If the Company decides not to appoint the applicant with the most seniority to the posted position, before the decision is announced the Company **will meet with the Union and outline their reasons **for** making the decision.**

If agreement is reached at this time that the applicant is unsuitable, the Company will then consider the **next** senior applicant and so on until the final decision is made.”

Yours truly,

J. F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

SEVERANCE PAY POLICY

Quakers' Severance Pay Policy is intended to provide a form of financial alleviation for approved employees who have their employment terminated due to the closing of the plant or the permanent closure of a section of the plant.

It is intended that the provisions of the Severance Pay Policy shall be inclusive of any severance required by law. However, payments under the Severance Pay Policy are not intended to include payment in lieu of notice as required under the Employment Standards Act.

An employee whose job is terminated due to the aforementioned reasons may elect to remain on the Plant Seniority List for possible recall in accordance with the applicable recall provisions of the Collective Agreement. In this event, the company will withhold any applicable payment of Severance Pay during the temporary lay-off period and into the indefinite lay-off period until such time as the employee requests payment.

An employee receiving Severance Pay shall receive vacation pay as prescribed under the Employment Standards Act.

It is understood that when and if such payment is made it will constitute a complete break in service for the employee and he/she shall forego any and all claims and/or recall rights with Quaker. It is understood that payment will be calculated at the employee's regular rate excluding shift and/or other premiums, at the time the reduction occurred.

Severance Pay will be paid to eligible employees in accordance with the following:

* 1 - 10 years 1 wks. pay per year of
(and pro rated months) service to 10 yrs.

PLUS * 11 - 19 years 1.5 wks. pay for each year
of service from 11 to 19
yrs.

PLUS * 20 + years 2 wks. pay for each year of
service with 20 yrs. and
over

Severance Pay shall be paid to a maximum of 52 weeks.

Yours Truly,

J.F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

TECHNOLOGICAL CHANGE

In the event of Technological Change as defined in Clause 44 of the Collective Agreement the Company **will**, along with complying with the provisions of this clause, provide employees with the following information:

- the nature of the change
- the proposed time frame in which the Company proposed the change
- the approximate number, classification and location of employees likely to be affected by the change
- information regarding the new and changed jobs that will be available on completion of the Technological Change

It is also the intent of the Company where new or greater skills are required, because of Technological Change, that the Company will provide the necessary training for those employees so affected.

It is further agreed that any employee losing their posted job through technological change, **who** are still in the employ of the Company and have not

posted on another job, will have the right, for a period of one year from the date of the change, to post back on the discontinued job immediately, seniority prevailing, if the job is reinstated.

Yours truly,

J. F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: LONG TERM DISABILITY

Further to our understanding concerning those employees on Long Term Disability, I am writing to confirm our existing policy **of** continuing those benefits that they are **now** receiving.

Such benefits **will** be retained as long as the employee remains on Long Term Disability.

Yours truly,

John F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: CHANGES TO EXISTING JOBS
AND NEW JOBS

In keeping with the spirit of both Pay Equity legislation and internal equity, it is our intention to endeavour to determine job classification by a system of job evaluation.

Only new or substantially altered existing jobs will be eligible for job evaluation.

If a job is deemed eligible for evaluation, it will be evaluated by a joint union/management committee using a point factor system as used for Pay Equity purposes.

This letter will not alter the recourse available to the Union in clause B 16 New Jobs, but will provide method of evaluating new jobs.

Yours truly,

J.F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: MAINTENANCE JOB IDENTIFICATION.
1993

The following identifies wage rates and provides a brief description of employee qualifications necessary to attain a specific grade level.

Maintenance I - Grade I

- any routine job within the maintenance department requiring little or no skill;
- a starting apprentice;
- Maintenance Cleaner

Maintenance II - Grade 3

- employee in progress of acquiring skill or knowledge in the building trades;
- apprentice after 3 months

Maintenance III - Grade 5

- employee with the basic knowledge of construction trades;
- apprentice 1st anniversary date

Maintenance IV - Grade 7

- employee competent in all building trades;
- works with minimum direction from supervisor;

- apprentice 2nd anniversary date

Maintenance V - Grade 8

- employee in the building trades who demonstrates a high level of ability;
- newly hired skilled tradesman possessing an Ontario Certificate of Qualification;
- apprentice who has completed the course, but has no certificate

Maintenance Vi - Grade 9

- certified skilled tradesman completing probation
- apprentice completing required course work and fulfilling time requirements under the contract of Apprenticeship

Maintenance VII - Grade 10

- certified skilled tradesman completing one year in Maintenance Grade VI
- Maintenance Stationary Engineer
- Stationary Engineer 2nd Class

Maintenance VIII - Grade 11

- fully certified electrician
- enhanced mechanic



The following will be a supplement to the Skilled Trades -Job Identification:

1. The Company shall post a notice of vacant positions in the apprenticeship programme on all bulletin boards. The notice shall be posted for a period not less than five (5) working days.

2. A committee comprised of two management and a Union member will review all applications received and select appropriate candidates for testing.
3. The candidates selected shall be required to write a G.A.T.B. Test and the candidate receiving the highest score on the Test shall be offered the position.

SKILLS PROGRAM

The Company reserves the right to limit the number of employees who will be compensated for certain courses with all requests for course credential recognition to be approved by the Company prior to course commencement.

It is also recognized that Maintenance employees holding a second certified trade, recognized technologist or technician diploma in an area beneficial to the Company will be compensated based on the following schedule:

- technologist \$ 0.60 above job rate
- technician \$ 0.45 above job rate
- second ticket \$ 0.30 above job rate

Academic courses required to satisfy the above listed programs will be determined by a Joint Union/Management Maintenance Skilled Trades Committee.

Yours truly,

John F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

BRIDGE RETIREMENT PLAN

Any full-time hourly employee at the Peterborough Plant, between the ages of 55 and 65, who elects early retirement and who qualifies under one of the following categories, shall be entitled to receive Bridge Retirement payments in accordance with the earnings chart on this page.

These payments will commence coincident with his/her early retirement, and terminate on the first of the month following his/her 65th birthday.

Bridge Retirement payments will be in addition to the pension benefits payable under the Retirement Plan for hourly employees and will apply exclusively to hourly employees at the Peterborough Plant but will not apply to employees in receipt of LTD Benefits.

It is understood that eligibility under the terms of this Early Bridge Retirement Plan will terminate coincident with the termination of the current Collective Agreement.

lective Agreement.

BENEFIT CHART

<u>AGE</u>	<u>EARNINGS PER MONTH</u>
55	\$150.00 per month to age 65
56	\$160.00 per month to age 65
57	\$170.00 per month to age 65
58	\$180.00 per month to age 65
59	\$190.00 per month to age 65
60	\$200.00 per month to age 65

It is understood that payments under this plan will cease should the employee die prior to attaining the normal retirement age of 65.

It is further understood that this **plan** will not **ap-**ply in the event of a plant closure but bridge **pay-**ments being paid to employees who have previously retired will continue **to** be honoured.

Yours truly,

J.F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr Peter Guerin
President. The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: TOOL ALLOWANCE

A tool allowance fund will be administered by the Tradesmen who will be **responsible** for accumulating a list of tool requirements, recording who made the request, ensuring that the distribution of funds is fair, and that the total budget is maintained.

When the Tradesman leaves the Company (through retirement, resignation, termination, etc.), or if this agreement is ever terminated, the Tradesman **will** pay the *Quaker Oats* Company of Canada Ltd. \$1.00 for the tools that they possess.

Yours truly,

J.F. Perkins
HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT

The Quaker Oats
Employees Independent Union (Cereals)

Attention: Mr. Peter Guerin
President, The Quaker Oats
Employees Independent Union
(Cereals)

Dear Mr. Guerin:

RE: PARENTAL LEAVE

The agreement to change pertaining to Parental Leave will lie contained in this letter.

The Company will grant **up to** 22 weeks unpaid **pa**-
rental leave following **il** ~ birth of a child or the
coming **of** an adopted child into a parent's custody,
care and control for the first time. Both parents
are eligible **to** take 22 weeks.

For a natural mother, fathers and adoptive par-
ents, the parental leave must **be** completed prior to
one year from the date of the birth of the child or
after the baby first comes into the custody, care
and control of the parent.

Employee must give **two** weeks written notice
prior to the commencement **of** the leave and the
same before the date leave: is to end.

Seniority shall accumulate during such leave. An
employee on an authorized parental leave shall
continue to receive existing benefits coverage paid
by the Company.

J.F. Perkins

HUMAN RESOURCES
MANAGER
PETERBOROUGH PLANT