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EFF.	98	11	01
TERM.	01	10	31
No. OF EMPLOYEES	240		
NOMBRE D'EMPLOYÉS	240		

THIS AGREEMENT dated the 25th day of November 1998,

BETWEEN:

**NESTLÉ CANADA INC. - TRENTON FOODSERVICE PLANT**

(hereinafter referred to as the "Company")

OF THE FIRST PART

-AND-

**SERVICE EMPLOYEES UNION, LOCAL 183**

(hereinafter referred to as the "Union")

OF THE SECOND PART

Whereas the Ontario Labour Relations Board by Certificate dated the 24th day of July 1981, has certified the Union as the bargaining agent for the employees in the bargaining unit hereinafter described.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

00596 (07)

**INDEX****PAGE NO.****ARTICLE NO.**

1	Purpose of Agreement	2	2	Recognition	2	3
Union Security		2				
4	Miscellaneous	3				
5	Strikes and Lockouts	3				
6	Bulletin Board	4				
7	Management Rights	4				
8	Stewards, Union Committee and Supervisors	5				
9	Policy Grievances	6				
10	Grievance Procedure	6				
11	Discipline Cases	a				
12	Arbitration	9				
13	Seniority	10				
14	Layoff and Recall	11				
15	Shift Assignment	13				
16	Job Posting	17				
17	Hours of Work & Overtime	20				
18	Vacations with Pay	25				
19	Paid Holidays	27				
20	Leave of Absence	28				
21	Alcoholism and Drug Addiction	31				
22	Workers' Compensation	31				
23	Classification of New Jobs	31				
24	Full-time Employee Benefit Plans	32				
25	Part-time Employee Benefit Plans	34				
26	Factory Closure	35/6				
27	Termination	37				
	Schedule " A	38				
	Notes	39				
	<b>LETTERS</b>					
	Determination of Time for Wage Payments	40				
	Shift Arrangements Maintenance Staff	41/2				
	Shift Assignment	43		Workplace Seating	44/5	
	Workforce Composition	46				
	Maintenance Standby	47				
	Back-up Sanitation - EPSU	48				
	Work Breaks	49				
	Weekly indemnity Advance	50				
	Company Bonus	51				
	Employee Recreation Fund	52				
	Implementation of the Flexible Work Week (FWW)	53				
	Miscellaneous	54				
	Job Evaluation	55				
	Banked Overtime	56				

## **ARTICLE 1 PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the Bargaining Unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company business. This agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union with respect to the Bargaining Unit defined herein and the employees concerned.

## **ARTICLE 2 RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all its employees at Trenton, Ontario, save and except forepersons, persons above the rank of forepersons, office and sales staff.
- 2.02 Both the Union and the Company agree that no discrimination of any kind will be practiced or condoned against any employee by reason of sex, race, color, creed, religion, national origin, or age, except as provided under the Ontario Human Rights Code.

## **ARTICLE 3 UNION SECURITY**

- 3.01 As a condition of employment all employees shall be required to join the Union and pay initiation fees and Union dues as set down by the Local Union provided that the Company shall not be required to terminate an employee for reason that she was not taken into membership or that her Union Membership was terminated.
- 3.02 Union dues and initiation fees shall be deducted from the first pay during each calendar month and the Company shall remit the total sum deducted to the Secretary-Treasurer of the Local Union before the twenty-fifth (25th) day of the month. New employees will make payment of initiation fees upon hire and will commence payment of Union dues on the regular checkoff payroll which follows their completion of one full calendar month of employment.
- When remittance is made, the Company will provide a list of all employees and the sums which were deducted from each employee.
- 3.03 The Union shall hold the Company harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Company might incur as a result of such deduction and remission.
- 3.04 The Company will furnish each new employee with a copy of the Collective Agreement at time of hire. All employees will be given revised copies of the Collective Agreement after each renewal and

the Union will be given sufficient copies to meet its requirements. The cost of printing collective agreements will be shared equally by the parties.

#### **ARTICLE 4 MISCELLANEOUS**

4.01 Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun and vice versa.

4.02 Labour Management Committee - The parties shall form a Labour Management Committee to meet from time to time as mutually agreed.

4.03 Occupational Health and Safety - The Company will comply with the Occupational Health and Safety Act. The positions of Chairperson and Secretary will be rotated annually between the Company and the Union members of the Health and Safety Committee.

The Chairperson and the Secretary, or their designate, will accompany a safety inspector acting under the Occupational Health and Safety Act on any plant inspection.

4.04 Employees shall be paid for actual time spent in attendance at mandatory Company sponsored training programs, Health & Safety meetings or other meetings at their regular hourly rate including overtime where applicable.

An employee who voluntarily attends, Company sponsored training programs or an off-site Company meeting or training when she would otherwise be scheduled to work for the Company shall be paid the wages she would have received during this period computed on the basis of her regular number of straight time hours and the then current rate of pay. Voluntary programs shall include those to which an employee agrees to undertake as a condition of acceptance for a posted job. As the Company will continue to provide transportation and pay for meal allowances, traveling time will not be compensated.

This provision 4.04 does not apply in the case of trade certification/apprenticeship training programs.

#### **ARTICLE 5 STRIKES AND LOCKOUTS**

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

5.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slow down but a claim of unjust discharge or treatment be the subject of a grievance and dealt with as provided in Article 11.

5.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Article 9.

#### **ARTICLE 6 BULLETIN BOARDS**

6.01 The Company shall provide a bulletin board in the cafeteria for the exclusive use of the Union Local for posting non-inflammatory notices. A copy of such notices shall be provided to the Personnel Office at the time of posting.

#### **ARTICLE 7 MANAGEMENT RIGHTS**

7.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order and efficiency;
- b) Hire, promote, demote, classify, transfer, suspend and retire employees, and to discipline or discharge any non-probationary employee for the just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees provided that new rules will first be discussed with the Union:
- d) Determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any pari thereof.

## **ARTICLE 8** STEWARDS, UNION COMMITTEE AND SUPERVISORS

- 8.01 Union Committee - The Company agrees to recognize a Union Committee consisting of one (1) Chief Steward and up to a maximum of four (4) stewards selected by the Union. All members of the Union Committee shall be regular employees of the Company and shall have at least six (6) months service with the Company.
- The Company further acknowledges that the Union Committee will serve as the Union Negotiating Committee and agrees to deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement.
- 8.02 Stewards and Supervisors - The Union will inform the Company, in writing, of the names of the stewards and members of the Union Committee and of any subsequent changes in the names of any steward or member of the Union Committee. The Company shall not be asked to recognize any steward or member of the Union Committee until such notification from the Union has been received. The Company shall supply to the Union a list of employees acting in a supervisory capacity and their job titles.
- 8.03 A steward shall not lose straight time pay for time spent in discussions with management about existing grievances provided that:
- a) She shall first obtain the permission of her Supervisor before leaving her work (which permission shall not be unreasonably withheld);
  - b) This shall not include time spent at Arbitration hearings;
  - c) The Company retains the right to limit such time if it seems excessive;
  - d) A Grievance Committee shall be limited to the Chief Steward and one (1) other steward at any meetings.
- 8.04 The Company will pay members of the Negotiation Committee one-half (1/2) of their regular wages for time actually spent in negotiations. The maximum payment for any meeting day shall be four (4) hours at the employee's regular hourly rate or in other words one-half (1/2) of eight (8) hours.
- Notwithstanding the above payment shall not be made for negotiation meetings which are held on weekends or after commencement of conciliation.
- 8.05 Non-bargaining Unit employees shall not be permitted to perform bargaining unit work except in the following situations:
- i) instructing or training employees and demonstrating the correct use of tools/ equipment;
  - ii) product experimentation and production trials;
  - iii) acting to prevent an accident or injury to an employee, assisting for confined space and hot work permits or to prevent product or equipment damage; and
  - iv) when regular employees are not available

## **ARTICLE 9** POLICY GRIEVANCES

- 9.01 It is understood that the Management may institute a grievance alleging a violation of any contractual obligations undertaken by the Union in writing at Step No. 3 of the grievance procedure, providing that it is presented to the Chief Steward, or her designate, within five (5) working days after the circumstances giving rise to the grievance occurred. Such grievance shall be signed by the Factory Manager or his designate.
- 9.02 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Company of this Agreement in writing at Step No. 3 of the grievance procedure providing that it is presented within five (5) working days after the circumstances giving rise to the grievance originated or occurred and provided that it is a matter in regard to which an individual employee could not grieve. Such grievance shall be signed by the Chief Steward and/or Union Representative.

## **ARTICLE 10** GRIEVANCE PROCEDURE

- 10.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and at the lowest possible step.
- 10.02 No complaint or grievance shall be considered unless it relates to the interpretation, application, administration or alleged violation of this Agreement or where the circumstances giving rise to it occurred more than five (5) working days before filing of the complaint or grievance.
- 10.03 Complaints and Grievances shall be adjusted and settled as follows:

### **Step No. 1**

The aggrieved employee shall present her complaint verbally to her Supervisor in a meeting specifically intended for this purpose.

She shall have the presence of a Steward if she so desires. If a settlement satisfactory to the employee concerned is not reached within five (5) working days, the complaint may be carried forward to Step No. 2 of the Grievance Procedure at any time within five (5) working days thereafter as per Article 10.02.

The parties agree that any settlement reached at this stage of the Grievance Procedure shall be without admission of liability on the part of any party and shall apply only to the case at hand. It is further understood and agreed that any settlement reached at this stage of the Grievance Procedure will not set any precedent and will not be referred to or in any way relied upon by either party in any future cases.

#### Step No. 2

The aggrieved employee may with her steward present the grievance in written form to the Department Manager who shall render his decision in writing within five (5) working days following the presentation of the grievance to him. If a settlement satisfactory to the employee is not reached the grievance may be carried forward to Step No. 3 at any time within five (5) working days after the rendering of the Department Manager's decision.

#### Step No. 3

The aggrieved employee may submit her grievance in writing to the Plant Manager, or his designate who shall arrange a meeting with the said employee within five (5) working days from the receipt of the grievance at Step No. 3. At this meeting the aggrieved employee may be accompanied by the Grievance Committee and a full-time representative of the Union.

- 10.04 If final settlement of the grievance is not completed within five (5) working days of the meeting referred to at Step No. 2 the grievance may be referred by either party to a Board of Arbitration as provided in Article 12, at any time within ten (10) days thereafter, but no later.
- 10.05 Working days shall mean Monday through Friday excluding Paid Holidays.
- 10.06 The failure to carry a complaint or grievance forward in accordance with the time limits set forth in Article 9, 10, or 11 shall be deemed to indicate that the complaint or grievance has been dropped unless both parties have mutually agreed to an extension of the stipulated time limits.
- 10.07 If at any step, the Company's Representative fails to provide a response as required by the complaint or Grievance Procedure, the employee may, with Union consent, appeal the complaint or grievance to the next step.

- 10.08 Group Complaint or Grievance -Where a complaint or grievance affects more than one employee with substantially the same interest they may present the same complaint or grievance and it shall be processed in the same manner as an individual complaint or grievance.

## **ARTICLE 11 DISCIPLINE CASES**

- 11.01 Where a record of verbal warning or a written warning is placed in the employee's file, the employee will be given two (2) copies with the explanation that one (1) copy is to go to the Union if the employee so desires. The Company will give the Union a copy of any suspension or discharge notice as soon as possible after it has been given to the employee.

Upon receipt of said copies the employee must sign the original copy on their file to indicate that they did in fact receive the copies but not to admit guilt or to agree with the action taken by the Company. Any unjust action may be the subject of a grievance in the case of an employee who has attained seniority.

When the Company advises a seniority employee of a suspension or discharge, a Union Steward shall be present at the meeting as an observer. The absence of a Steward, because of unavailability, shall not prevent the Company from suspending an employee pending investigation.

- 11.02 In the event of an employee, who has attained seniority, being suspended or discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

The employment of a probationary employee may be terminated at the discretion of Management.

- 11.03 A claim by an employee who has attained seniority, that she has been unjustly suspended or discharged from her employment shall be treated as a grievance if a written statement of such grievance signed by the employee, is lodged with the Factory Manager within five (5) working days after the employee is notified of her discharge. All preliminary steps of the Grievance Procedure prior to Step No. 2 will be omitted in such case.

- 11.04 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in her former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the Board of Arbitration, as the case may be.

- 11.05 All disciplinary records of an employee shall be removed from an employee file if she established a clear record for twelve (12) calendar months.

## **ARTICLE 12 ARBITRATION**

- 12.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievances Procedure outlined in Article 10 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

- 12.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board.

- 12.03 Within ten (10) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

- 12.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union fail to agree on a third person within fifteen (15) working days of the notification mentioned in Section 12.03 above the Office of Arbitration, Ministry of Labor will be asked to nominate a Chairperson.

- 12.05 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.

- 12.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 12.07 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.

- 12.08 Sole Arbitrator - In the event that one party wished to submit a grievance to arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as here-in before referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board.

The recipient of the notice shall in reply advise as to its nominee to a tripartite Board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedure shall apply.

## ARTICLE 13 SENIORITY

13.01 An employee will be considered probationary for the first ninety (90) working days during an eighteen (18) month period and will have no seniority rights during that period. Her employment may be terminated at any time during such probationary period at the discretion of Management and such termination shall not be subject to the Grievance Procedure. After completion of probation, her seniority shall date back to date of hire upon completion of her probationary period.

Employees with the same date of hire will be placed first on the seniority list in the order of them achieving their 90 days. Employees reaching their 90 days with the same date of hire will then be placed in alphabetical order.

13.02 There shall be separate seniority lists for full-time and part-time employees.

A revised copy of the seniority lists shall be posted on the appropriate bulletin board and copies sent to the Union office in January and July of each year. The lists shall indicate part-time and full-time employees at the time of preparation in descending order of seniority. If the accuracy of the lists is not challenged within thirty (30) calendar days of posting, the lists shall be deemed to be correct.

13.03 Full-time seniority shall accumulate only while the employee holds a full-time posted position.

In the event that an employee transfers from the full-time to the part-time seniority list, without interruption as in Article 13.06, a record will be kept in her personnel file of her full-time seniority at the time of transfer. Should she subsequently return to a full-time position, she will be credited with the full-time seniority which was previously accumulated.

It is understood that full-time employees who elect part-time work as per Article 14.06 shall accumulate full-time seniority for a period up to their preexisting full-time seniority or twelve (12) months, whichever is less. Thereafter, part-time seniority is accumulated.

Part-time employees who are the successful candidates for a full-time temporary position will revert back to part-time status once the assignment is completed.



13.04 Part-time seniority shall accumulate only while the employee holds a part-time position.

In the event that an employee transfers from the part-time seniority list to the full-time seniority list, without interruption as in Article 13.06, a record will be kept in her personnel file of her part-time seniority at the time of transfer. Should she subsequently return to a part-time position, she will be credited with the part-time seniority which was previously accumulated.

13.05 An employee shall accumulate seniority under any of the following conditions:

- a) While she is at work for the Company, after she has completed her probationary period as set out in Section 13.01.
- b) During any period when she is prevented from performing her work for the Company by reason of illness or injury for period of time equal to her preexisting seniority to a maximum of twenty-four (24) months.

An employee's reinstatement after sick leave of three (3) days or more will be conditional on her supplying a certificate from a physician that she is fully recovered from the sickness which caused her absence. A certificate may also be required in cases of suspected abuse or when the Company feels food safety may be at risk.

- c) During any absence due to layoff or written leave of absence for a period of time equal to her preexisting seniority to a maximum of twelve (12) months.

13.06 Seniority and employment shall terminate when an employee:

- a) Voluntarily resigns;
- b) Is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- c) Has been absent due to written leave of absence for a time longer than her preexisting seniority to a maximum of twelve (12) months. Has been absent due to a layoff for a time longer than her preexisting seniority to a maximum of twenty-four (24) months (maximum of twenty-four (24) months for illness or injury);
- d) Fails to report for work within seven (7) calendar days after being notified by the Company, following a layoff, or fails to inform the Company within two (2) working days of recall that she will report for work;
- e) Fails to return to work promptly upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f) Has been absent from work more than two (2) consecutive working days without notifying the Company (except for circumstances beyond the employee's control) and providing a reasonable explanation of her absence;
- g) In the case of a part-time employee, the employee misses, refuses or cannot be contacted to work a "scheduled" shift assignment without providing a reasonable explanation on three (3) occasions within a three (3) month period.

Where a part-time employee elects not to accept a special "call-in" shift assignment, this does not constitute a refusal

For the purpose of this 13.06 (g) a "scheduled" shift shall mean a shift which is scheduled the day before the employee is required to work.

13.07 An employee terminated according to Article 13.06 (c) because of illness or accident may make an application for re-employment. Provided she is able to resume her former job, the Company shall give her every consideration for re-employment and the parties shall discuss her seniority standing.

13.08 Where an employee has attained the age of sixty-five (65) years, the Company shall have the right, at its option, to lay her off, or to retire her, without regard to the seniority provisions of this Agreement. Each case will be dealt with on its own merits.

13.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated during the first year of service in such supervisory or confidential capacity.

Should the employee return to the bargaining unit within six (6) months of her promotion she shall return to the position she previously held which would result in bumping of all positions involved. If at the Company's discretion the employee returns to the bargaining unit after an absence of longer than six (6) months she shall return to a full-time position provided that this does not result in the downgrading of any other full-time employees.

## **ARTICLE 14 LAYOFF AND RECALL**

- 14.01 a) Further to Article 16.10, where an individual's own job is not available for five (5) days or less, the Company will assign the individual other work if such work is available. Further in determining such assignments, it is the Company's practice to attempt to assign the more senior employees the higher rated of the work which is available where this is practical. The application of the above practice is subject always to the following conditions:
- i) Employees must be fully qualified and capable of performing any work to which they are assigned.
  - ii) Such reassignments must not result in the displacement of employees in posted jobs. For the purpose of this article, a Line Associate is not considered a posted job.
- b) Layoffs which are anticipated to be six (6) or more working days shall be allowed to bump posted jobs based on the following factors:
- i) full-time seniority in the case of a layoff involving full-time employees, or part-time seniority in the case of a lay-off involving part-time employees;
  - ii) skill and ability required for the job.

It is understood that where the qualifications referred to in factor (ii) above are relatively equal, factor (I) will govern.

- 14.02 The foregoing layoff formula shall be applied by groups in the following sequences provided the remaining work force has the skill and ability required to perform the available work:

### In the Case of Full-time Employees

- i) Probationary employees (new hire)
- ii) Seniority employees

### In the Case of Part-time Employees

- i) Students
- ii) Probationary employees (new hire)
- iii) Seniority employees

- 14.03 When increasing the work force after a layoff employees will be recalled in order of seniority provided that the resulting work force has the required skill and ability to perform the available work.

- 14.04 A full-time employee shall acquire the right to bump employees with less plant seniority from other jobs only when her regular job is permanently eliminated. In such event the bumping procedure shall be as follows:

- i) The Company will endeavor to place the employee in a position at a rate of pay equal to that of her previous position.
- ii) Where it proves impossible to find a replacement position in 14.04(i) the full-time employee shall be allowed to displace the most junior employee from any job in any classification which is at a level equal to or lower than that of the eliminated position provided that in the opinion of the Company she has the required skill and ability to do the job.

Displacement into a higher classification shall be allowed in accordance with the terms of this article but only in circumstances where senior employees would otherwise be laid off outside of seniority.

- 14.05 In the evaluation of skill and ability as referred to in Articles 14.01, 14.02, 14.03, 14.04, and 14.09, the Company shall be the judge, provided however, that if an employee believes that a proper consideration of her skill and ability (which shall include reliability, experience and where relevant, physical fitness) has not been given, she may file a grievance under the procedures of Article 10 claiming that the Company acted in an arbitrary, unfair or unfairly discriminatory manner.

- 14.06 (a) In the event of a layoff affecting full-time employees, the employees so affected shall have the option of:

- i) accepting transfer to part-time status; or
- ii) being placed on layoff status

In either case, such employees will be subject to recall to full-time employment as per Article 14.03.

- (b) Employees who elect a transfer to part-time status as per Article 14.06 (a) (i) will be employed on a day to day basis prior to any remaining part-time employees to perform such scheduled or call-in work as arises prior to their recall to full-time work.

Such work will be allocated to these transferred employees on a rotational basis.

- (c) After one (1) year employees will revert back to part-time status and will lose their full-time recall rights.

- 14.07 The Company shall notify an employee of her recall to work by telephoning the last number on record with the Company. Where the Company is unable to contact the employee by telephone, recall notice will be sent by registered mail to the last address on record with the Company. The employee is solely responsible for their proper address and telephone number being on record with the

Company.

The notification shall state the job to which the employee is to be recalled and the date and time at which the employee shall report to work.

It is the sole responsibility of the employee to notify the Company of her intention to return to work within two (2) working days of receiving her notice of recall and return to work within seven (7) calendar days after receiving recall notice.

- 14.08 The Company will advise the Union as early as possible of any layoff which is expected to continue for more than five (5) working days.
- 14.09 For the purpose of layoff and recall of more than five (5) days, the Stewards and Chief Steward shall have preferential seniority provided they have skill and ability required to perform the available work.
- 14.10 The Company shall give notice of termination according to the Employment Standards Act.

#### ARTICLE 15 SHIFT ASSIGNMENT

- 15.01 a) Full-time employees will be permitted to transfer to a preferred shift if entitled by seniority and provided the resulting work force has the skill and ability required to perform the work on each respective shift.

There shall be three (3) shift election opportunities each year. In advance of the specified election dates the Company will canvass full-time employees to determine if any wish to transfer from one shift to another.

A full-time employee who posts on to a new job may, once having passed the trial period, have at that time an opportunity to bump a more junior full-time employee in the same job on a preferred shift provided the resulting work force has the skill and ability required to perform the work on each respective shift. If this opportunity is not taken she must wait for the next shift election opportunity.

- b) Where it becomes necessary to reschedule full-time employees working shifts the Company will attempt to meet its requirements by canvassing employees on a voluntary basis. Where this proves impossible the Company will reschedule employees in the reverse order of their seniority provided that the resulting work force has the skill and ability required to perform the work on each respective shift.
- c) Where it has been necessary, under 15.01 (a) or 15.01 (b) to schedule a senior employee to a shift which is against her preference, that employee shall have the option of transferring to her preferred shift by replacing a more junior employee when the junior employee has become fully qualified on the job.
- d) The parties agree that clauses 15.01 (a) and 15.01 (b) shall not apply in the case of maintenance staff, quality control and sanitation personnel. It is further agreed that the Company will maintain its present practices with respect to shift assignment and rescheduling for these employees.

- 15.02 Work will be allocated to the part-time work force on a full rotational basis. The order of employees on the scheduling rotation list, shall be the same as that on the part-time seniority list. Management reserves the right to use part-time employees out of seniority where they have the physical requirements necessary to perform the available work.

When increasing the part-time work force with new employees, in the interest of proper training Management reserves the right to place those employees on to the part-time rotation list out of seniority in a staggered manner for work scheduling only for a maximum of thirty (30) calendar days per employee.

It is further agreed that back up EPSU work will be assigned to part-time employees according to the parties' Letter of Understanding.

- 15.03 Part-time employees will be responsible for checking the posted work schedule for subsequent days prior to leaving the Plant after completion of their shift. Where such posted schedule(s) indicates that the employee is scheduled to work on a subsequent day(s) they will be deemed to have been notified of a regular shift assignment.

If a part time employee will not be working prior to her next shift assignment she will contact the factory office by 1:30 p.m. to determine if she is scheduled to work the subsequent day. If the factory office has not been contacted, the employee will be contacted at the last telephone number which the employee has provided. If the factory office is unable to contact the employee at such number the shift shall be considered a "refusal" for the purposes of 13.06 (g).

- 15.04 The Company agrees that on or before Friday of each week it will post a tentative production schedule for the subsequent week. The parties further recognize that due to the nature of the plant's operations, this production schedule is subject to ongoing modification.

15.05 Shift Premium: Effective ratification, a shift premium of forty (\$0.40) cents per hour will be paid for any shift commencing between 12:00 noon and 8:00 p.m. A shift premium of sixty (**\$0.60**) cents per hour will be paid for any shift commencing between 8:00 p.m. and 4:00 a.m. The shift premiums will increase by four (\$0.04) cents per hour effective November **1, 1999** and November **1, 2000**.

#### **ARTICLE 16** JOB POSTING

16.01 a) In the event that new jobs are created or vacancies occur in existing job classifications as per Schedule "A" the Company will post the initial opening resulting from such new job or vacancy for a period of seven (7) calendar days. The posting shall stipulate the classification, rate, shift, and department concerned to allow existing employees to apply before new employees are hired.

Temporary jobs or vacancies which are anticipated to exist for thirty (30) calendar days or less need not be posted.

b) In the event that job vacancies result from an initial job posting which are anticipated the Company will post the second and third job opening resulting from the initial job opening for a period of seven (7) calendar days. In the event that subsequent vacancies occur, criteria for selection shall be seniority, skill and ability on the basis laid out in Article 16.04(a).

c) If after completing their trial period an employee is bumped from their posted job due to lack of work and that job subsequently becomes available within twelve (12) months, they will be given the opportunity to return to their former job. In the event 2 or more people were displaced from the same job the most senior employee will have first option to return.

Employees who return to their former job in this manner will be subject to the complete entitlement periods specified in Article 16.02 to be calculated from their date of return to the job.

16.02 Employees will not be eligible to bid during their trial period or after successfully completing their trial period for a minimum period of:

- i) eight (8) months where the available job is at a wage level above that of the job currently held by the employee;
- ii) ten (**10**) months where the available job is at a wage level equal to or below that of the job currently held by the employee.

- 16.03** Employees shall not be required to reestablish their eligibility under the following conditions;
- i) Employees return within the fifteen (15) day trial period, as provided In **16.07**, and the Company agrees she was unable to perform the job.
  - ii) Employee is removed by the Company as provided in **16.07**.
- An employee electing to return to her previous position during her trial period shall be limited to two (2) **postings** in a rolling calendar, after which she will be ineligible to post for one (1) year.
- 16.04 A new job or vacancy shall not be advertised outside the Company for the first two (2) days following its posting inside.
- 16.05
- a) All applications received will be considered within seven (7) days of the end of the posting procedure. The Company shall fill the posting only after considering the seniority, skill and ability of the applicants. Where the skill and ability of two (2) or more applicants are relatively equal, seniority shall govern. Skill and ability shall include reliability, experience and where relevant, physical fitness.
  - b) In considering applicants for a full-time job, preference shall go to full-time applicants first before part-time applicants are considered. All applicants will be considered for part-time positions.
- 16.06 When a position is filled by means of the job posting procedure, the name of the successful applicant shall be posted.
- 16.07 All job posting shall be removed from the bulletin board immediately at the end of the period for posting as per Article 16.01 (a) and the Chief Steward shall receive a copy of the posting at that time and shall also receive a copy of the names of successful applicants.
- 16.08 There will be a twenty (20) working day trial for all jobs at twenty-five cents per hour below the job rate of the employee's previous job rate whichever is higher. In cases of employees posting down to a new position the new position rate will apply during the trial period. During the first fifteen (15) working day trial period for all jobs, if the employee feels she is unable to perform the duties of the vacancy to which she posted, the employee will be returned to her former job and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. During the twenty (20) day trial period, if the employee proves unsatisfactory the employee will be returned to her former job and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing.
- It is understood that employees shall only have seniority rights to a job when they have passed the trial period. Nor will they have seniority rights to their previous posted position if there is a layoff of five (5) days or less. Employees will be placed as per Article 14.01.
- 16.09 Nothing shall prevent the Company from filling the vacancy at its discretion during the posting process.
- 16.10 Where none of the applicants has the required skill and/or ability the Company may hire from outside.
- 16.11 Temporary Transfers - In the event an employee's regular job is available and for the convenience of the Company, the employee is transferred to another job for which the rate of pay is different from that in effect for such employee's regular job, the employee shall be paid the higher rate while so employed.
- Except as provided above employees will be paid the rate applicable to the work they perform.
- 16.12 Back-up positions exist to provide trained employees in case incumbents in key jobs are absent, and for temporary excess workloads. A back-up position is not a job posting. It is a temporary transfer as per Article 16.01 and 16.10 of the Collective Agreement. As such, by being given a back-up position an employee does not give up their regular posting. Employees designated to a back-up position have rights to weekend overtime after posted incumbents if the designated back-up employee worked the previous shift on the back-up job.
- Management reserves the right to restrict an employee from being selected and trained to be a designated back-up. Such a right would be exercised when it is foreseen that the employee may not be available for the back-up assignment on a dependable basis. Management will consider the most qualified employee first when selecting from a volunteer list. However, where qualifications are relatively equal the most senior employee will be selected.
- Part-time employees selected for a back-up assignment may be pulled out of the normal rotation to fulfill their back-up obligations.
- 16.13
- a) **Team Leaders** - The Company will decide when and where Team Leaders will be required for the efficient operation of the factory. When required the Company will appoint such Team Leaders giving due consideration to required leadership ability, job knowledge and seniority.
 

The Company will select a Team Leader from a list of applicants and the most senior will be first considered. All applicants responding to a Team Leader advertisement will be interviewed and reasons for refusal given in writing to any applicant more senior than the applicant chosen.

The job posting provisions of this Agreement shall not apply to the appointment of Team Leaders or the filling of Team Leader vacancies.
  - b) A Team Leader assists in directing the work of employees while continuing to perform her other regular job duties as defined by

Management on an ongoing basis. In the course of her assignment as a Team Leader she may also be required to perform work regularly done by the employees she leads.

A Team Leader shall not assume any of the employee relations supervisory responsibilities that properly belong to forepersons or other management staff such as reprimanding or disciplining employees. This does not preclude a Team Leader from advising an employee that she is violating a work rule.

#### **ARTICLE 17 HOURS OF WORK AND OVERTIME**

17.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

17.02 a) The regular work week for full-time employees shall consist of forty **(40)** hours and the regular work day shall consist of eight (8) hours.

b) The regular work week shall be Monday through Friday (including shift starting Friday evening) except for those persons who have been hired or agreed to a work week which includes Saturday.

Notwithstanding the above paragraph of this 17.02 (b) a set up, wet/dry prep, or maintenance shift commencing on or after 2200 hours on a Sunday shall be considered a Monday shift.

17.03 Overtime at the rate of time and one-half an employee's individual hourly rate will be paid for all work performed over eight (8) hours in any day as per the parties' Letter of Intent and provided the employee works his full assigned work week except where the employee notifies the Company as long in advance as possible and at least prior to the commencement of the shift and provides a reasonable explanation for his absence.

Overtime shall be paid for all hours worked on the sixth shift in any calendar week at time and one-half, and on the seventh shift in any calendar week at double time subject to the same conditions as above respecting daily overtime.

- 17.04 To avoid pyramiding or duplication any overtime hours which are compensated at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.
- 17.05 It is understood that overtime shall be done by the qualified employees who normally perform the work on the shift in respect of which overtime is required. The Company shall give notice of overtime as far in advance as possible.
- It is further agreed that employees may be excused from overtime if they have a valid reason and if the Company is able to obtain a work force which is qualified to perform the overtime work.
- 17.06 Where there is a requirement for overtime, the work shall be assigned in the following manner:
- i) The employees who normally perform the work will be canvassed to do the work and the senior volunteers will do the work.
  - ii) If (i) above fails to provide the required overtime work the junior full-time employees normally performing the work shall be obliged to do the work.
- 17.07 With respect to the assignment of Saturday and Sunday overtime, the Company shall employ the procedure outlined in Article 17.06.
- 17.08 When an employee reports for work on a regularly scheduled working day and upon her arrival at the plant finds no work is available for her, unless she has been notified at least one hour prior to the start of the shift not to report, she shall be paid four (4) hours or more at her regular hourly rate. If she is offered other work for which she is physically fit, for four (4) hours or more at her regular hourly rate, and she refuses such work, she shall not be eligible to receive the four (4) hours' reporting pay above provided for.
- The provisions of this section shall not apply if the failure of the Company to provide work is due to fire, flood, power or equipment failure, labor dispute, or other interference with Company operations beyond the reasonable control of the Company.
- 17.09 Where an employee's scheduled starting time is changed but the employee is not notified of the change prior to reporting to work, the employee shall be treated as if her shift was to commence at the time she considered she was to report to work.
- Posting of a work schedule prior to an employee's departure from the plant shall be deemed notification of shift starting time for the following day(s) as will telephone or personal contact.
- 17.10 Where a line breaks down or line production is completed prior to the end of an eight (8) hour shift, the senior volunteers from that line shall have the option of going home or remaining at work to perform any work which the Company determines to be available provided they have the skill and ability and also provided that no other employees are displaced from their jobs.
- 17.11 Call-Back: Where an employee is called back to work after having left the premises she will be given a guaranteed minimum pay equal to four (4) hours at time and one-half the straight time hourly rate for such call-back. If the call-back is within four (4) hours of the commencement of her scheduled shift, she will be paid at the rate of time and one-half for all hours prior to the commencement of the shift, provided she works her scheduled shift unless no additional costs would be incurred by leaving the shift early.
- 17.12 Scheduled Overtime: An employee scheduled to check the plant or equipment on a weekend day or holiday shall be paid the greater of four (4) times her regular straight time hourly rate or overtime at the applicable rate for the hours actually worked.
- 17.13 Two (2) twenty (20) minute paid breaks shall be given in each shift. Employees shall be ready to commence work promptly at the end of the break. Such breaks shall be in lieu of other coffee or lunch breaks. In case of daily overtime in excess of one (1) hour, ten (10) minute break will be scheduled at the start of the overtime period.
- 17.14 a) Shift Scheduling for Stationary Engineers
- This article is to vary certain terms of the current Collective Agreement between Nestle Canada Inc., Trenton Food Service Plant, hereinafter called the "Company" and Service Employees Union, Local 183, hereinafter called the "Union". With the exception of specific variations set forth in this Article all other conditions and terms of the Collective Agreement shall remain in force and effect.
- b) Purpose
- The purpose of this agreement is to enable the Company to operate the power and refrigeration plants on a twelve (12) hour shift schedule and to provide some assurance to crew members of their scheduled days off. This schedule may be discontinued in any area by the Company when: a) there are adverse effects on the service of the plants to the factory, b) inability to provide a workable staffing schedule, or c) where the Company wishes to do so for other reasons which are neither unreasonable or arbitrary.

c) Schedule and Rotation

Such a schedule shall normally consist of six different positions, with each employee occupying one position for a period of four weeks. Four Operator positions will be scheduled as twelve (12) hour shifts and two Maintenance positions as eight (8) hour shifts. Each employee will rotate equally through all positions on the shift schedule.

d) Wage Payment

A regular forty (40) hour work week will be paid at the applicable rate of pay for a fully completed week as per the schedule. Any scheduled hours missed which do not qualify for pay as per the Collective Agreement will be deducted from the forty hours each week.

All hours worked over twelve (12) on the Operator's twelve (12) hour shift will be compensated at time plus one half the regular hourly rate and paid each week.

All hours worked over eight (8) on the Maintenance eight (8) hour shift will be compensated at time plus one half and paid each week.

Every two weeks any hours worked over eighty (80) in the preceding two weeks which have not already been paid at premium rate will be paid for at time plus one-half.

e) Relief Assignments

The Company reserves the right to alter an employee's normally scheduled assignment at any time to accommodate the relief of absent employees. The employee whose schedule is so altered will be paid according to the conditions laid out for the shift they have been transferred to.

At such times when such a shift transfer causes the employee to work less than the planned eighty (80) hours per two week schedule the employee shall be given the option to make up the difference in hours during the same two week schedule. Such time will be paid at straight time rate, and will be scheduled at mutual convenience of the employee and the supervisor.

f) Scheduled Holidays

This agreement is not intended to provide any additional pay, or paid time away from work. Therefore, with reference to Article 19.02 (c) of the Collective Agreement holiday pay will be given to the two Operating Engineers at time plus one-half for actual hours worked plus either eight (8) hours holiday pay or one eight (8) hour day in lieu of holiday pay. Effective January 1, 1994, notwithstanding the above, the four (4) floater holidays in 19.02 (c) may be scheduled any time during the year subject to the Chief Engineer's approval and with at least two (2) weeks notice.

g) Shift Premium

Employees scheduled on the twelve (12) hour shifts will not be paid shift premium in the usual manner. Both the applicable second shift premium and third shift premium (\$40/hr. and \$60/hr. respectively and subsequent increases as per Article 15.05) will be paid to the employee who works the midnight twelve hour shift. Whereas the Company would normally pay eight hours second shift premium to one employee and eight hours third shift premium to another, an equal amount of money will be paid to one employee.

For example:

$$8 \text{ hr.} \times \$40 = \$320$$

$$8 \text{ hr.} \times \$60 = \$480$$

\$8.00 Paid to midnight 12 hr. shift employee per shift.

The Company reserves the right to alter this system without financial disadvantage to either party if it proves unmanageable.

h) Probationary Period for New Employees

Completed twelve (12) hour shifts will be recognized as one and one-half (1-1/2) days toward the calculation for probationary period.

i) Maintenance Shift

It is at the Company's discretion to schedule the eight (8) hour Maintenance shift employees on scheduled holidays or beyond eighty (80) hours for a two week period.

j) Work Performed on Scheduled Days Off

Where an employee is requested to work on a scheduled day off the employee shall be paid the greater of four (4) times the regular rate or overtime at time plus one-half, unless on Sunday which is at double time.

k) Vacation Scheduling and Payment



Weeks of vacation are scheduled in 7-day blocks as per the shift schedule. There is no allowance for extra work when vacation is taken during scheduled weeks of less than forty (40) hours. However, if during the eighty (80) hour block in the schedule a person takes one week vacation and also works a regularly scheduled forty-eight (48) hour week it will be compensated for as forty-four (44) hours straight time and four (4) hours at time plus one-half.

l) Reporting of Absence

The Union agrees that for such a shift schedule to succeed employees reporting their absence must fully comply with notification requirements laid out in the Operating Engineers Act.

- 17.15 The Company shall endeavor to allow a minimum of six (6) hours off work for employees before they can be scheduled or called in on a shift.

ARTICLE 18 VACATIONS WITH PAY

- 18.01 All employees who have been employed by the Company for less than six (6) months prior to May 1st in any year shall receive in lieu of vacation an amount equal to four percent (4%) of their earnings up to the 1st of May in that year.
- 18.02 Any employee who has more than six (6) months service with the Company by December 31st in that year shall be entitled to one (1) weeks vacation and shall be paid as vacation pay, four percent (4%) of her total earnings accrued up to and including May 1st.
- 18.03 Any employee who has more than one years service with the Company by December 31st in that year shall be entitled to two (2) weeks vacation and shall be paid as vacation pay, four percent (4%) of her earnings for the twelve (12) months preceding May 1st of the current year.
- 18.04 An employee who has more than five (5) years service with the Company by December 31st in that year shall be entitled to three (3) weeks vacation and shall be paid as vacation pay, six per cent (6%) of her earnings for the twelve (12) months preceding May 1st of the current year.
- 18.05 An employee who has more than ten (10) years service with the Company by December 31st in that year shall be entitled to four (4) weeks vacation and shall be paid as vacation pay, eight percent (8%) of her earnings for the twelve (12) months preceding May 1st of the current year.
- 18.06 An employee who has more than nineteen (19) years service with the Company by December 31st in that year shall be entitled to five (5) weeks vacation and shall be paid as vacation pay, ten percent (10%) of her earnings for the twelve (12) months preceding May 1st of the current year.
- 8.07 An employee who has more than twenty-eight (28) years service with the Company by December 31st in that year shall be entitled to six (6) weeks vacation and shall be paid as vacation pay, twelve percent (12%) of her earnings for the twelve (12) months preceding May 1st of the current year.
- 8.08 Vacation with pay will be by separate cheques distributed prior to the vacation and all normal deductions will be made.
- 8.09 "Service" as used in this Article means total time of active employment without any interruption by one of the occurrences in Article 13.06.
- 18.10 The term "earnings" as used in this Article 18 shall include payment for all time actually worked (wages, overtime premiums, shift differentials) and "temporary" disability benefits received under the Workers' Compensation and Weekly Indemnity plans but shall not include vacation pay received during the previous calendar year.
- 18.11 Where an employee is disabled due to illness or injury during their vacation or any portion thereof the employee shall be considered on sick leave for such period of disability and the employee's vacation shall be rescheduled at a later date.
- An employee shall not be entitled to payment of vacation pay and weekly indemnity benefits for the same period.
- 18.12 The Company may require employees to take their vacation during a plant shutdown provided such shutdown is during the summer school vacation period. The above is not applicable for those employed as Millwrights, electricians and stationary engineers. Where there are competing requests seniority shall govern provided the requests is made at least two (2) weeks in advance.
- During a plant shutdown for vacation, one (1) engineer may be allowed to take his vacation if the opportunity arises. Seniority shall govern in the event of competing requests provided the requests are made at least two (2) weeks in advance.
- 18.13 An employee who leaves the employ of the Company before becoming entitled to a vacation as provided in this article shall receive in lieu thereof the amount provided for under the Employment Standards Act and Regulations issued thereunder.
- 18.14 The Company will post a Vacation Schedule indicating the shutdown period by February 15th of that year for the maintenance employees. Maintenance employees must indicate their vacation preference by March 15th, in order that seniority can be **considered** in scheduling their time off. Employees will be limited in requesting two (2) consecutive weeks during the summer school vacation period. There will be no bumping permitted once the vacation schedule has been posted. The approved vacation schedule will be posted on or before April 15th.

Vacation requests which are submitted after March 15th but prior to September 15th will be handled on a "first come - first serve" basis and employees will be expected to submit their request at least two (2) weeks in advance of their desired vacation start date, wherever possible. Any vacation remaining and not scheduled after September 15th will be assigned by the Company. Operational requirements will be considered in reviewing these requests.

18.15 Employees with three (3) or more weeks of vacation may take no more than five (5) days individually and all remaining vacation must be taken in one (1) week blocks, provided it does not interfere with normal operational requirements.

**ARTICLE 19 PAID HOLIDAYS**

19.01 The following holidays shall be observed as paid holidays:

New Year's Day	Canada Day
Good Friday	Civic Holiday
Victoria Day	Labor Day
Christmas Day	Thanksgiving Day
Boxing Day	

and four (4) floater holidays established after discussion with the Union and where possible to be taken during the Christmas period.

Effective January 1, 1994, if a new employee starts after the month of January, their floater days will be earned on a pro-rata basis for the year.

19.02 Full-time employees who have completed their probationary period or three (3) months service, whichever comes first and who are off work due to observance of one of the above named holidays will receive eight (8) hours pay for such holidays worked subject to the following conditions:

- a) To be eligible for holiday pay an employee must work his last full scheduled work day immediately preceding such holiday, and his first full scheduled work day immediately following such holiday, unless absent with permission of the Company or because of proven illness;
- b) The employee must have worked ten (10) days out of the four (4) weeks immediately preceding the holiday;

- c) An employee who is eligible for a holiday in accordance with the above conditions, and who performs work on any of the said paid holidays shall be entitled to receive pay at time and one-half (1-1/2) for the work performed on such holiday, in addition to his holiday pay; or to receive pay at time and one-half (1-1/2) for the work performed on such holiday plus a day off, with pay, at a time mutually agreed to by the employee and Management.
  - d) An employee entitled to payment under the sickness accident plan and entitled to a paid holiday shall receive holiday pay in an amount equal to the difference between eight (8) hours pay and the sickness and accident benefit received.
  - e) An employee on vacation when a holiday is observed will receive an extra day vacation with pay.
- 19.03 In the event that a layoff commences on the day immediately following a paid holiday, a full-time employee otherwise qualified for the holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- 19.04 Rather than receive payment for statutory holidays, part-time employees shall receive an additional seven percent (7%) added to their gross wages each week.
- Effective January 1, 1994, rather than receive payment for statutory holidays, part-time employees shall receive an additional seven percent (7%) added to their gross wages each week upon completion of their probationary period or three months whichever is sooner.

**ARTICLE 20 LEAVE OF ABSENCE**

- 20.01
- a) The Company may grant leave of absence without pay if an employee requests it in writing at least two (2) weeks before the start of the requested leave provided the leave is for good reason and does not unreasonably interfere with the efficient operation of the plant and does not require the Company to hire new employees or work overtime. The time period may be waived in the event of an emergency. The Company shall provide an answer to the request for leave within five (5) working days of receipt of the request.
  - b) Employees with more than two (2) weeks vacation, shall take vacation prior to the Company granting a LOA's which are greater than one week, except in the case of emergency.

20.02 Union Leave

- a) Leave of absence to attend Union conventions and conferences may be granted to not more than two (2) employees at any one time except when the Local Union's Executive Council meetings are scheduled, in which case all the Union Committee (maximum of five (5) employees) may be granted Union leave. Requests shall not be unreasonably denied. Application for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave.
- b) Time spent on Union business shall be paid by the Company and billed to the Union for any loss of wages and benefits.

20.03 Full-time Union Leave

Upon application by the Union, in writing, the Company will grant leave of absence, without pay, to an employee elected or appointed to full-time Union position. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Seniority and service shall accumulate during the full term of such leave.

20.04 a) Political Leave - Upon written request an employee shall be granted sufficient time off from work without pay to:

- i) Campaign for election to a Municipal, Provincial or Federal office;  
or
- ii) To fulfill the responsibilities of an elected Municipal office;

provided that in either case such time off can be scheduled so as not to unreasonably interfere with the efficient operation of the plant and does not require the Company to hire new employees or work overtime.

- b) An employee who is elected to a Federal or Provincial office shall be given every consideration for reemployment upon completion of her term of office and the parties shall discuss her seniority standing.

20.05 Maternity/Parental Leave - The Company shall grant Maternity/Parental leave in accordance with the Employment Standards Act

20.06 Adoption Leave - The Company shall grant adoption leave in accordance with the Employment Standards Act upon receipt of supportive documentation from the employee.

20.07 Jury Duty - An employee required to serve on a jury or subpoenaed as a Crown witness during a period when she would otherwise be scheduled to work for the Company shall be paid the wages she would have received during this period computed on the basis of her regular number of straight time hours and the then current rate of pay. Such employee will notify the Company of the requirement to attend the Court and shall furnish adequate proof of the amount of pay (exclusive of expense allowances) received which shall be deducted from his next pay cheque. The Company will not require the employee to work any other than her regularly scheduled hours while on jury duty, or Crown witness, but may require an employee excused from jury duty or Crown Witness to complete the balance of her regular shift, where reasonable.

- 20.08
- a) Bereavement Leave - In the event of the death of a member of an employee's family, the employee, provided she has completed her probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) working days for the purposes of making funeral arrangements or attending the funeral. The term "a member of the employee's family" means: mother, father, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children and legal guardian.
  - b) In the event of the death of an employee's spouse or child, the employee will be granted five (5) working days commencing the day after the spouse or child deceases. The employee will be reimbursed for days lost from work, including weekends which fall during the five (5) day leave period. Additional leave of absence without pay for a reasonable period of time may also be granted.
  - c) Up to one (1) day at straight time hourly rate may be paid if an employee loses working time on a regularly scheduled working day to attend or make arrangements for the funeral of a sister-in-law, brother-in-law or grandparents-in-law.
  - d) When an employee is unable to, due to distance of travel, attend a funeral of a member of their family as defined in Article 20.08 (a) and (b), they shall be entitled to leave for mourning on the day of the funeral without loss of pay.
  - e) Requests for time off to travel to a funeral or act as a pallbearer will be treated on a discretionary basis by the Company.
  - f) For the purpose of this Article 20.08 bereavement leave in respect of a spouse or referenced relations shall include a person with whom the employee has cohabited in a husband and wife relationship which is recognized as such in the community for a minimum period of nine (9) months.

#### ARTICLE 21 ALCOHOLISM AND DRUG ADDICTION

21.01 If either the Union or the Company identifies an employee who is addicted to alcohol or drugs, the parties agree to cooperate in assisting the employee to obtain treatment and rehabilitation provided the addiction is made known to the Company and acknowledged by the individual involved prior to a discharge notice and is a first time addiction.

An employee will be entitled to Weekly Indemnity Benefits during a period of addiction rehabilitation provided she is under the continuing supervision of a qualified professional and is undergoing active treatment at a hospital or recognized treatment centre which prevents her from working.

#### ARTICLE 22 WORKERS' COMPENSATION

- 22.01
- a) Where an employee is absent due to illness or injury which is compensable by Workers' Compensation the following shall apply:
    - i) The employee will not be eligible for paid holidays or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
    - ii) Provided that the employee returns to work within two (2) years of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of this Agreement.
    - iii) An employee who loses work because of a compensable injury shall be paid for the balance of her normal straight time shift during which the injury occurred.
  - b) Where an employee who has sustained a compensable injury is, in the opinion of a physician, medically able to perform only restricted types of work and where there is such work available without significant reduction in plant efficiency, the Company may allow the injured employee to displace the junior employee performing such work.

## ARTICLE 23 CLASSIFICATION OF NEW JOBS

In the event the Company introduces a new job which is not currently classified under Schedule "A" of this agreement the Union Committee shall be advised. The Company will at its discretion establish a temporary classification for such work at a level not lower than the current base labor rate.

If after a forty-five (45) day period the Union disputes the rate initially established a written appeal may be lodged with the Plant Manager which specifies the reasons for disputing the rate. Such appeal will be lodged within ten (10) working days following completion of the forty-five (45) day period.

Failing satisfactory resolution of the appeal within a period of ten (10) working days the matter will be referred to the third step of the grievance procedure. Where the initial job rate is changed either as a result of consultation or arbitration the change will be retroactive to the date of the job's introduction.

To assist the Union in its evaluation of the job rate a Committee Member and or Union Representative will be permitted to observe the work in progress for a period of up to two (2) hours.

## ARTICLE 24 FULL-TIME EMPLOYEES BENEFIT PLANS

24.01 The Company will arrange plans to provide full-time seniority employees with the following benefits subject to the conditions of enrollment, entitlement, deductibles and coinsurance contained in the contract of insurance between the Company and the insurer as of December 5, 1995.

- i) Life Insurance - The Company will pay the full cost of \$31,000 Life Insurance with an additional \$31,000 of Accidental Death and Dismemberment coverage effective date of ratification. The Company will pay the full cost of \$33,000 Life Insurance with an additional \$33,000 of Accidental Death and Dismemberment coverage effective November 1, 1996. The Company will pay the full cost of \$35,000 Life Insurance with an additional \$35,000 of Accidental Death and Dismemberment coverage effective November 1, 1997.

Employees may elect additional life insurance of \$20,000. The cost of this additional coverage will be paid by the employee

- ii) Supplementary Health Care - The Company to pay the full cost of this coverage. Benefits to include prescription drugs and semiprivate hospital coverage. The Company will introduce a drug card effective November 1, 1998. The Company will provide chiropractor coverage up to \$300. per year effective November 1, 1999.
- iii) Dental Plan - Effective January 1, 1994, dental benefits will be revised annually to reflect the previous years ODA schedule. Effective November 1, 1999, the Company will introduce a orthodontics program for children only with a \$1,000 lifetime maximum per child.
- iv) Sickness and Accident Insurance - The Company to pay the full cost of this coverage. Plan to provide benefits as follows:
- weekly benefit to be two-thirds (2/3) of weekly earnings up to current E.I. maximum benefit.
  - maximum benefit duration of 52 weeks.
  - Company to retain E.I. premium rebate to assist with funding of benefit plans.
- v) Vision Care - Effective date of ratification \$125.00 every 24 months for the full-time employee, employees spouse and dependent children as per the Major Medical Plan. Effective November 1, 1996, the benefit will be increased to \$150.00 every 24 months.

24.02 The Company shall pay 100% of OHIP premiums for seniority full-time employees.

24.03 Where an employee is absent due to illness or injury and is in receipt of benefits under the Sickness and Accident Plan or temporary total disability benefits under the Workers' Compensation Act, the Company shall continue its normal premium payments for the month in which the absence commences and for as long as benefits continue for a maximum of up to twenty-four (24) months thereafter.

Where a seniority employee is granted maternity or parental leave the Company shall pay 100% of the expenses of the following benefits for the term of the leave(s) outlined in the Employment Standards Act of Ontario.

- OHIP
- Dental
- Supplementary Health Care
- Life Insurance

24.04 The Company agrees to maintain the Pension Plan for Designated Hourly Employees of Nestle Canada Inc. Employees have the option of retiring early at age fifty-five (55) with ten (10) years service completed.

24.05 The Company agrees to the continuation of the following miscellaneous benefits.

- i) Meal allowance at the revised rate of \$4.50 after four (4) hours overtime.

- ii) The Company will provide and launder work clothing.
  - iii) The Company will pay 100% of the purchase of safety shoes to a maximum of \$80.00 per year. Effective November 1, 1998, the Company will pay up to a maximum of \$100.00 per year. Effective November 1, 1999, the Company will pay up to a maximum of \$110.00 per year. Effective November 1, 2000, the Company will pay up to a maximum of \$120.00 per year. The subsidy for replacement shoes will be made where the employee provides evidence that new shoes are required and proof of purchase.
  - iv) In the case of those maintenance employees who are required to maintain a tool set the Company will make reimbursement for replacement of worn out or broken tool set items. Upgrade of new tools will be reimbursed up to a total of one hundred and eighty-five dollars (\$185.00) in the period from November 1, 1998 to October 31, 1999; a total of two hundred and ten dollars (\$210.00) in the period November 1, 1999 to October 31, 2000, and; a total of two hundred and fifty dollars (\$250.00) in the period November 1, 2000 to October 31, 2001. Reimbursement will be made where the employee provides evidence that new tools are required and proof of purchase.
  - v) The Company will reimburse the stationary engineers for the cost for renewing certificates to a maximum of \$80 per year effective January 1, 2000.
- 24.06 The Company will provide full-time employees with a booklet outlining the conditions of their benefit plans, upon completion of their probationary period.
- 24.07 In the event the Company requires a Doctor's sick leave certificate or letter from an employee, the Company shall pay the full cost of the Doctor's charges for the sick leave certificate or letter.

**ARTICLE 25 PART-TIME EMPLOYEES BENEFIT PLANS**

- 25.01 The Company will arrange to provide part-time seniority employees with Life Insurance coverage of \$16,000.00 effective date of ratification, increased to \$18,000.00 effective November 1, 1996 and increased to \$19,000.00 effective November 1, 1997, subject to the conditions of enrollment and entitlement contained in the contract between the Company and the carrier as of December 1, 1985.
- Life Insurance for employees assigned disability premium waiver is established and frozen at the level of insurance that was in effect at time of disability.
- 25.02 The Company will pay the full cost of the premium of drug coverage for part-time seniority employees effective November 1, 1998.
- 25.03 Part-time seniority employees whose level of earnings exceeded thirty percent (30%) of the yearly Maximum Pensionable Earnings during the previous calendar year shall be permitted to participate in the Pension Plan for Designated Hourly Employees of Nestle Canada Inc. effective January 1, 1986.

**ARTICLE 26 FACTORY CLOSURE**

- 26.01 a) In the event of the complete and permanent closure of all the Company's production lines at its factory in Trenton, an employee who does not accept transfer in or to another Nestle factory in the province of Ontario and is released from employment as a result thereof, shall be entitled to severance pay based on the following:
- | <u>Service</u>                  | <u>Severance</u>  |
|---------------------------------|---|
| Less than 5 years               | 1 weeks pay for each completed year of service.                               |
| 5 years but less than 10 years  | 1.25 weeks pay for each completed year of service.                            |
| 10 years but less than 25 years | 1.50 weeks pay for each completed year of service.                            |
| 25 years plus                   | 1.75 weeks pay for each completed year of service up to a maximum of 40 weeks |
- b) Incomplete years of service shall be prorated to the nearest month.
- c) Each week of severance pay for full-time employees shall be calculated by multiplying the employee's regular straight time hourly rate at the time of termination by 40. Severance pay for part-time employees shall be based on the average number of hours worked per week based on the previous twelve months prior to ratification or termination.
- 26.02 Severance payments shall not be made:
- a) To employees who are discharged for just cause.

- b) To employees who voluntarily resign.
- c) To employees who are retired on pension.
- d) In the event of closing due to Acts of **God**, war, disaster, or any other reason of similar nature and beyond the control of the Company.

26.03 In order to qualify for severance pay, employees shall continue to work in a satisfactory manner as long as required.

26.04 The weeks of severance allowance plus earned vacation will not exceed the number of weeks remaining to the employee's normal retirement date.

26.05 Severance payable under this section shall be deemed to include any severance pay as may be required under any Ontario legislation.





**ARTICLE 27 TERMINATION**

27.01 This Agreement shall become effective **November 1, 1998** and continue in full force and effect until **October 31, 2001** and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the date of its termination.

DATED AT TRENTON THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

FOR THE UNION

FOR THE COMPANY

\_\_\_\_\_  
William Love

\_\_\_\_\_  
Joe Jacobs

\_\_\_\_\_  
Keith Kirby

\_\_\_\_\_  
Chuck Baker

\_\_\_\_\_  
Gary Gauvin

\_\_\_\_\_  
Kim Gernhaelder

\_\_\_\_\_  
Hope Kingyens

\_\_\_\_\_  
Sandra Quinn

**SCHEDULE "A"**

**CLASSIFICATION AND WAGES**

**CLASSIFICATION Nov.1/98 Nov.1/99 Nov.1/2000**

GROUP 1	STATIONARY ENGINEER/ ELECTRICIAN/TECHNICIAN MILLWRIGHT	18.60	19.16	19.72	20.32
GROUP 2	SHIPPER RECEIVER SENIOR PREPARATION OPERATOR EQUIPMENT PREPARATION AND SETUP (EPSU) Q. C. TECHNICIAN MICROBIOLOGY TECHNICIAN MAINTENANCE CLERK STOCK CONTROLLER MACHINE OPERATOR - FROZEN MACHINE OPERATOR - DRY DRY MIX MATERIAL HANDLER A/M SERVICES TECHNICAL WRITER	14.85	15.11	15.37	15.67
GROUP 3	PREPARATION OPERATOR PRODUCTION CLERK WAREHOUSE CLERK Q.A. CLERK PANELIST SPICE ROOM OPERATOR	14.55	14.81	15.07	15.37
GROUP 4	LINE ASSOCIATE JANITOR	13.85	14.11	14.37	14.67

## NOTES

1. The trial period for seniority employees for all jobs is the lessor of twenty (20) working days on the job, at **25** cents per hour below the job rate or the employee's previous job rate whichever is higher. In cases of employees posting down to a new position, the new position rate will apply during the trial period.
- 0
- 1 Probationary employees will be paid at **25** cents per hour below the job rate until successfully completing the probationary period.
- 2
- 3 A summer student rate of **1.00** dollar per hour below the lowest job rate in effect.
- 4
1. Where Team Leaders are appointed by the Company they will receive **\$1.50** over the highest group they lead or over group 2 whichever is greater pending the redefined job description agreement.
- 4
3. EPSU employees will receive twenty-five (\$0.25) cents per hour effective November **1, 1998** and additional twenty-five (\$0.25) cents per hour effective November **1, 1999**.
- 5
4. With respect to Maintenance classification incumbents at various levels carry the qualifications required in the following trade areas:

### STATIONARY ENGINEER

Must have a current 3rd Class Ontario Stationary Engineer's Certificate.

### ELECTRICIAN/TECHNICIAN

Must have a current Ontario Electrician Construction and Maintenance Certificate of Qualification.

Plus - Industrial Electronic training at an accredited training center or proof of work related training in the Industrial Electronic field.

### MILLWRIGHT

Ontario Industrial Millwright Mechanic Certificate with Industrial experience or Food related experience.

### STATIONARY/MILLWRIGHTS/ELECTRICIANS

Dual Certification - Must have one current certification and the Company will provide an apprentice program to obtain the second, where required.

LETTER OF INTENT  
**RE: DETERMINATION OF TIME FOR WAGE PAYMENT**

Pursuant to Article 17 of the parties' agreement it is hereby agreed that the following system will apply for determination of the time to which an employee is entitled to payment.

5. An employee's "start time" will be their actual shift start time or in the event the employee is late their actual start time.
6. An employee's "finish time" will be the quarter hour to which their actual finishing time is rounded.

Actual time will be rounded down to the nearest quarter hour if the employee has worked less than seven minutes in that quarter hour.

Actual time will be rounded up to the nearest quarter hour if the employee has worked seven or more minutes in that quarter hour.

3. Employee's will receive payment at the applicable rate for time worked and paid rest periods which fall between their "start" and "finish" times.
4. For purposes of clarity the following examples indicate how time for pay entitlement is to be determined:

<u>CLOCK IN TIME</u>	<u>"START" TIME</u>	<u>CLOCK OUT TIME</u>	<u>"FINISH" TIME</u>	<u>TIME FOR PAY ENTITLEMENT DETERMINATION</u>
6:53	7:00	2:52	3:00	8 hours
6:53	7:00	3:06	3:00	8 hours
6:59	7:00	3:07	3:15	8 hours 15 mins
6:59	7:00	3:21	3:15	8 hours 15 mins
7:03	7:03	3:00	3:00	7 hours 57 mins
7:00	7:00	4:06	4:00	9 hours
7:00	7:00	4:07	4:15	9 hours 15 mins

NOTE: In the above examples the shift start time is 7:00 and 2 paid rest periods are assumed

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998

\_\_\_\_\_  
 FOR THE UNION

\_\_\_\_\_  
 FOR THE COMPANY

LETTER OF INTENT  
RE: SHIFT ARRANGEMENTS MAINTENANCE STAFF

INTRODUCTION

The following provisions of this Letter of Understanding are intended to provide for the orderly rotation and assignment of maintenance staff shifts.

Shift Rotation

7. Unless otherwise mutually agreed maintenance staff would remain on a particular shift for two (2) weeks.
- 7  
8. Upon return from vacation, illness, and other forms of authorized leave employees will resume their normal position in the shift rotation.
- 8  
9. To aid with training and familiarization, an employee's shift assignment during their trial/probationary period will be at the discretion of management.
- 9  
10. Upon completion of their probation/trial period, employees will assume the same position in the shift rotation as was held by the employee they replaced, or alternatively where the employee is a maintenance staff addition the least preferred shift in the rotation.
- 10  
11. Employees trading shifts must both be in agreement and have the permission of their Supervisor in advance, in writing.

Other

8. Each Maintenance employee will enter a report in the log book at the end of their shift indicating situations and work activities relevant to the next shift. Employees will review the log book at the start of their shift. Where a verbal shift end report is required this will also be provided to those reporting, by those completing their shift.
- 11  
12. Nothing in this letter shall be interpreted as restricting the Company's right to adjust the number of maintenance staff in a classification or the number that are assigned to a particular shift.
- 12  
13. Where operational requirements dictate, the Company may change an employee's shift assignment.

Overtime

When production operates on a five (5) day production schedule, overtime will be scheduled as follows;

11. Where there is a rotation of shifts, maintenance staff on the day shift would be required to perform Saturday and Sunday overtime work for which they are qualified.
- 13  
14. Where additional maintenance staff are required for weekend overtime work or if there is no rotation in effect and there are not sufficient qualified volunteers, such work will be assigned to those qualified in reverse order of seniority.
- 15  
16. In the event that weekend production is scheduled the required number and type of maintenance staff will report according to their regular shift assignment for that week.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

LETTER OF INTENT  
RE: SHIFT ASSIGNMENT

Further to the parties Collective Agreement dated November 1, 1991 and revised December 5, 1995, it is agreed that pursuant to Article's 15.01 (a) and (b) the Company's obligation to canvass full-time employees will be administered as follows:

13. The Company will canvass employees each four (4) months to identify employee shift preferences.
- 16
14. Subsequent to each canvassing, employees will be permitted to transfer to their preferred shifts as provided and with such limitations as are outlined in the agreement.
- 17
15. Where operational requirements dictate the rescheduling of employee shift assignments during the four (4) month period to which a given canvassing applies, the Company will first reschedule volunteers provided they have the required skill and ability.
- 18
16. Where the shift scheduling requirement is anticipated to extend beyond the four (4) month period for which a given canvassing applies, the Company will advise affected employees that this is the case and such employees may elect not to accept the shift transfer voluntarily.
- 19
17. Where an employee has voluntarily accepted assignment to another shift they may, at the Company's option, be required to remain on that shift until the next canvassing date or for such longer period of time as the employee agreed to when she volunteered.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

**LETTER OF INTENT  
RE: WORKPLACE SEATING**

Further to the parties Collective Agreement dated November 1, 1986 and revised November 25, 1998, the parties' hereby agree that there would be advantages in introducing **stools** for use by employees working in particular areas of the factory. The following serves to outline the manner in which stools will be introduced.

18. The Company will determine the appropriate type of stool taken into consideration:

- Government sanitation requirements
- Safety
- Comfort
- Durability
- Cost

Such assessment will include test use by employees as well as Quality Assurance/Control and Production Management.

2. The Company will make its decision as to the appropriate stool as soon as practical.

20

3. Stools will be introduced by March 31, 1986 for use by employees performing the following stationary work:

FOODSERVICE LINE  
TRAY LINE

9. In the case of any new lines being added the following assessment whether **stools** are practical for these jobs will be conducted in the following manner:

i) Stools will be introduced on a "trial" basis

0

ii) Based on the trial the use of **stools** will be assessed with consideration to:

- employee comfort
- safety
- physical space limitation
- production efficiency

Where all of these factors cannot be assured to the satisfaction of both parties the use of **stools** will be prohibited.

5. The Company will consider proposals regarding the use of **stools** for new types of work but will retain the right to decide whether **stools** are feasible in the case of the work involved.

0

6. Should the cost of suitable **stools** be more than the currently estimated cost of introducing **stools** shall be capped at \$3,500/year.

21

7. The parties will make every effort to ensure that the use of **stools** does not detract from production efficiency.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

**LETTER OF INTENT  
RE: WORKFORCE COMPOSITION**

The parties recognize that it is in their common interest to ensure that the Company is guaranteed the work force necessary to meet its operational requirements. It is further agreed that this is best achieved by maintaining the following practices:

1. Protecting the employment security of full-time employees to the extent possible given demand for the Company's products; and
2. Maintaining an adequate supplementary work force of part-time workers to meet fluctuating labor needs which vary daily according to the variety and output of product which is required.

In keeping with the above it is agreed that the provisions of the collective agreement which provide for the separate lay off of part-time and full-time employees are not intended to result in an increase of part-time employees at the expense of full-time positions.

Accordingly the Company will endeavor to maintain, to the extent possible and practical, the approximate current proportion of "production employees" which is made up of full-time employees versus part-time employees.

For the purpose of this letter "production employees" shall mean employees both full-time and part-time who are directly involved in manufacturing **as** opposed to service categories such as skilled maintenance, sanitation personnel, or truck drivers.

The parties agree that this letter will take effect on December 3rd, 1983 and that it will expire on October 31, 1998.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

Note: As of December 3rd, 1983 the ratio of full-time to part-time production employees was 1:1.4.



**LETTER OF INTENT  
RE: MAINTENANCE STANDBY**

As agreed, the following practice will be maintained in the case of maintenance personnel when they are assigned weekend "standby" and scheduled overtime:

19. On the sixth scheduled day of work, the employee will be paid the greater of six (6) times his regular straight time hourly rate or overtime at the applicable rate for the hours actually worked.
- 22
20. On the seventh scheduled day of work, the employee will be paid the greater of eight (8) times his regular straight time hourly rate or overtime at the applicable rate for the hours actually worked.

For the purpose of clarity, I would emphasize that this arrangement recognizes the "standby" obligation of these personnel as well as their scheduled overtime duties. In view of this additional responsibility, Article 17.11 is not directly applicable. Should they be relieved of the standby obligation, then Article 17.12 would become applicable.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

**LETTER OF UNDERSTANDING  
RE: BACK UP SANITATION - EPSU**

Further to the parties Collective Agreement dated November 1, 1991 and revised November 25, 1998, the parties recognize that it is necessary to have relief and supplementary EPSU workers available to meet changing operating requirements. It is further recognized that due to the specialized training required to do Sanitation work, it is safer and more effective to meet this need with a constant group of "Back up" EPSU workers.

Accordingly, it is agreed that the Company will, as the need arises, post "Back up Sanitation" jobs. These jobs will be open to full-time and part-time applicants.

In the event part-time employees are successful applicants to these jobs, it is understood that they will be assigned the work **as** it becomes available versus only being assigned work according to the standard part-time rotation.

In addition the experience that a part-timer gains as a result of such a "Back up Sanitation" posting **shall be applied for selection purposes in Article 16.04.**

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

LETTER OF INTENT  
RE: WORK BREAKS

Further to Article 17.14, the parties recognize that it is in the interest of all concerned to balance the employee's need for reasonably spaced breaks with the demands of the operations.

As such, it is the Company's intent to attempt to schedule an employee's first break no sooner than two (2) hours after her start time and no later than four (4) hours after her start time. Furthermore, it is the Company's intent to attempt to schedule the second break in an equitable fashion after the first break, but no later than two (2) hours before the finish time.

The application of the above practice is during a normal shift and may be altered in the event of unforeseen circumstances.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

LETTER OF UNDERSTANDING  
RE: WEEKLY INDEMNITY ADVANCE

Pursuant to Article 24.01 (iv) of the parties agreement it is hereby agreed that the following system will apply for an initial cash advance to start the Weekly Indemnity (W.I.) claim:

21. An advance will be initiated by the Company two (2) weeks after the Company has received an accurate completed form from the employee if the W.I. cheque has not been received.
- 23
22. The employee shall reimburse the Company for all payments they received from the Company upon immediate receipt of the W.I. cheque from the carrier.
- 24
23. If a W.I. claim is denied by the insurance carrier, the employee will reimburse the Company through payroll deduction. If an employee leaves the employ of the Company before reimbursing the W.I. cash advance, the money will be deducted from monies owing including wages and vacation pay.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

LETTER OF AGREEMENT  
RE: COMPANY BONUS

Employees shall participate in the Employee Bonus Plan for the life of this agreement as follows:

- 25 a) For the calendar year January 1, 1999 to December 31, 1999, employees shall be entitled to receive a bonus of three percent (3%) of eligible earnings conditional upon the Company achieving its Net Profit (before extraordinary items) target for that year.
- 26 The bonus program will be increased to four percent (4%) if the union decides to move to the TIGER program (see point b) in 1999.
- 27 a) The parties agree on the importance of recognizing employees for success at the factory. A bonus program to replace the Nestlé Bonus Plan in 2000 and each year thereafter, will be developed and will include the following measurement tools; percent of standards produced, quality, safety, costs and any other relevant measurement tool(s). The program will pay out up to 4% of yearly earnings (maximum of 2080 hours) if the measurement criteria, are exceeded. That is the program must make money before it can pay out.
- 0
- 28 A joint committee will be formed to develop the program, with the above criteria as the basic measurement tools. The committee will meet to fully develop the plan. The plan that is developed will be sent to the Senior VP Human Resources, Senior VP Technical & Manufacturing and the President, FoodService for final approval.
- 29 b) Eligible earnings shall be defined as the employee's hourly wage rate as at the year-end multiplied by the number of hours she worked during the calendar year in question. Hours worked shall include Vacation and Statutory Holidays but shall exclude W.I. and W.S.I.B. The total number of hours shall not exceed 2,080.
- 30
- 31 c) It is anticipated that the bonus earned for each year shall be paid out in February of the subsequent year.
- d) Bonus shall be excluded from earnings for the purpose of calculating vacation pay under Article 18 of the Collective Agreement.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

LETTER OF UNDERSTANDING  
RE: EMPLOYEE RECREATION FUND

24. The Company agrees to provide deductions from those employee pay cheques who voluntarily join the Employee Recreation Fund.  
32
25. A Recreation Committee shall consist of two (2) bargaining unit employee, one (1) Management employee and one (1) clerical employee selected by each group and this Committee shall be responsible for the monies accumulated in the Fund Account.  
33
26. The Company shall provide a statement of the amount of monies in the Fund to the Recreation Committee every six (6) months or upon request.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

**LETTER OF \_\_\_\_\_ NG**  
**RE: IMPLEMENTATION OF FLEXIBLE WORK WEEK**

Effective December 5, 1995, notwithstanding Article 17.02 and 17.03, a flexible work week may be introduced at the discretion of the Company where production requirements require a seven day production schedule for not less than four (4) weeks. The decision will be driven by volume, and capacity to produce the volume in order to maintain a competitive advantage. If introduced, the flexible work week will apply only to employees within the affected area of operation including the necessary support groups. Before the implementation of the flexible work week the Company will advise the Union three (3) weeks in advance wherever practicable.

A work week shall be between 0001 hours Monday to 2400 hours Sunday. Full-time seniority employees would be scheduled for 160 hours of available work over a four (4) week period and consistent with Article 17.01 it cannot be construed as a guarantee. Under the flexible work week Saturday and Sunday will be viewed as normal working days not subject to overtime payment but an employee will receive time and one-half for the sixth day and double time for the seventh day they work in a work week.

The Union will be asked to participate in the implementation and formulation of the flexible work week shift patterns to ensure that the requirements of employees are taken into account as far as is reasonably practicable. Full-time employees by seniority will be scheduled off every other weekend if the remaining work force has the required skill and ability to perform the available work. Part-time employees will be scheduled off one (1) weekend every four (4) weeks if the remaining work force has the required skill and ability to perform the available work. For this situation only, a weekend would be defined as Saturday and Sunday.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

**LETTER OF UNDERSTANDING  
RE: MISCELLANEOUS**

**UNION DUES**

If the Company should change their current payroll system the employer will endeavour to have union dues deducted weekly for full-time employees only.

**UNION SECURITY**

The company will endeavour to provide the required waiting period for the part-time employees for their EI claims without compromising the efficiency and the demand requirements of the operation.

**TRAINING FOR JOB POSTINGS**

restructure training for all **jobs** with most difficult/physical responsibilities being trained during the first fifteen (15) day trial period. Training plan will be developed in conjunction with the production staff, team leaders and current operators. Article 16.08

SIGNED AT TRENTON, ONTARIO **THIS** \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY



LETTER OF UNDERSTANDING  
RE: JOB EVALUATION

A job evaluation committee will be established to evaluate the following positions;

Dry Mix Handlers  
Technical Development Technician  
Microbiology Technician  
QC Technician  
Machine Operator - Dry  
Machine Operator - Frozen  
QA Clerk

The job evaluation committee will be comprised of two members of the Union Committee, a supervisor and Team Leader from the area to be reviewed and a human resource representative. All jobs will be reviewed by the end of January 31, 1999. All jobs resulting in a reclassification (higher or lower), rates will become effective January 1, 1999. Any jobs in Group 2 requiring an upgrade will receive a twenty-five cent (\$0.25) increase effective January 1, 1999 and a twenty-five cent (\$0.25) increase effective January 1, 2000.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE COMPANY

42

LETTER OF UNDERSTANDING  
RE: BANKED OVERTIME

Establish a joint committee to review the possibility of introducing a banked overtime program. The objective of the committee is to make a recommendation that will meet the following criteria;

- no overtime may be used to cover sick leave absences
- no lieu time except for covering lay offs and factory shutdowns
- minimal administration

Deadline for recommendations would be June **15, 1999**.

After careful consideration of the recommendation final approval will be given by the Director, Operations. If agreed, implementation would be July **1, 1999**.

SIGNED AT TRENTON, ONTARIO THIS \_\_\_\_ DAY OF DECEMBER 1998.

\_\_\_\_\_  
FOR THE UNION

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FOR THE COMPANY