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No. OF EMPLOYEES.	14		
NOMBRE D'EMPLOYÉS	14		

AGREEMENT

between

NESTLÉ CANADA INC.

and

THE INTERNATIONAL UNION
 UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
 WORKERS OF AMERICA
 U.A.W. LOCAL 251-0

February 1, 1995

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COLLECTIVE AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT made and entered into this 1st day of February 1995.

BY AND BETWEEN:

NESTLÉ CANADA INC.
Wallaceburg Office
Wallaceburg, Ontario

(hereinafter referred to as the "Company")

and

**THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W.)
LOCAL 251 (OFFICE)**

(hereinafter referred to as the "Union")

WITNESSETH THAT -

It is the general purpose of this Agreement to promote and improve relations between the Company and the Union and the employees of the Company in the bargaining unit, and to set forth the rates of pay, hours of work and working conditions of employment.

ARTICLE I - RECOGNITION

Section 1.

The Company recognizes the Union through its Local 251 as the sole and exclusive bargaining agent for all office and clerical employees of Nestlé Canada Inc., Wallaceburg, Ontario at 25 Libby Street, Wallaceburg save and except assistant department heads, persons above the rank of assistant department head, persons employed in the Employment Department, confidential secretaries to management and persons covered by the Collective Agreement between the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America U.A.W. Local #251. (Plant)

Section 2.

The Company will supply the Union with a list of the names of all department heads, and will indicate by appropriate job titles the nature and extent of their authority, and will keep such list up to date at all times.

ARTICLE II - MANAGEMENT

Section 1.

The management of the office and direction of the working forces, including the hiring, suspension or discharge for just cause, subject to grievance procedure, or the assignment of work, and the relief of employees from duty, because of lack of work or for other legitimate reasons, subject to seniority and ability, is vested exclusively in the company, provided that this authority will not be used for the purpose of discrimination against any employee, or to avoid any provisions of this Agreement.

Section 2.

The Company and the Union agree that they will not discriminate against any employee because of race, sex, religion, union affiliation or national origin.

ARTICLE III - UNION SECURITY

Section 1.

As a condition of continued employment, all present seniority employees in the bargaining unit covered by this Agreement shall be required to maintain their membership in the Union to the extent of paying monthly dues; and all new employees covered by this Agreement shall become and remain members of the Union effective with their achieving seniority status.

Section 2.

During the life of this Agreement, the Company will deduct from the earnings of each employee covered by this Agreement, Union initiation fees and dues laid down by the Constitution and Bylaws of the Union. Dues deduction will be made on probationary employees and persons replacing a full-time position, if in the position for 40 or more hours in a month. At the end of each calendar month and prior to the tenth of the following month, the Company shall remit, by cheque to the Financial Secretary of the respective Local Union, the total of the deductions made.

The Company will, at the time of making each monthly remittance, supply the respective Local Union with a statement showing the name of each employee from whose pay such deduction has been made, and stating the reason where no deduction was made.

ARTICLE IV - UNION REPRESENTATION

Section 1.

The Company acknowledges the right of the Union to appoint or otherwise select Union Committees from the bargaining unit membership as follows:

Union Committee

A Union Committee comprised of not more than two (2) members, one of which is the Chairperson, who is a permanent full time employee.

The members shall have at least one (1) year of seniority. The Union will supply, to the Company, in writing, the names of committee members and keep such list up to date at all times.

Section 2.

The Company will further recognize various committees appointed or otherwise selected from within the union Committee as follows:

Bargaining Committee

The Bargaining Committee will be the Union Committee.

Other Committees

Other committees may be appointed or otherwise selected from the Union general membership and will be recognized by the Company as may be required under the terms of the Bargaining Unit Employees' Pension Plan.

Grievance Committee

The Grievance Committee will be comprised of the Chairperson plus the additional member of the Union Local Committee. The additional member of the Grievance Committee will be excused from his or her normal duties only for the purpose of attending third step grievance procedure meetings with the Company or when acting in the absence of the Chairperson.

section 3.

The Company agrees to grant preferential seniority to the Chairperson of the Union Committee as specified in Section 1 above. Such preferential seniority will operate for the purpose of lay off only, within the scope of the office bargaining unit in which the committee person is employed provided that they are willing and able to do the jobs available.

The Company agrees to keep the Union Chairperson on the day shift except where certain specific situations require otherwise.

Section 4.

The Union recognizes and agrees that members of the Union Committees have regular duties to perform in connection with their employment, and that only such time as is reasonably necessary will be used by such persons during working hours in order to attend to the business of administering this agreement.

Before leaving his regular work to take up necessary duties on behalf of the Union, a committee member must notify his supervisor that he has union business to attend to. The supervisor's permission shall not unreasonably be withheld.

The Company, where possible, will provide a conference room for use of the Union Committee where urgent union business makes such a requirement necessary.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1.

It is understood and agreed that all subjects stated in this Contract are subject to grievance procedure, except where such stated subjects are expressly excluded from some step or steps of this grievance procedure by a specific provision of this contract. Should differences arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of the obligations under the Agreement, or should there be any complaint or grievance by an employee of the Union, earnest efforts shall be made to settle such differences immediately under the following procedure:

Step 1. Any employee(s) who has a complaint may verbally present his grievance to his supervisor with or without his Union Committee Member being present (as he desires). In order to consider a grievance, it must initially be presented within five (5) working days after the employee becomes aware of its occurrence. The supervisor shall give the employee an answer within two (2) working days from the date he is made aware of the grievance.

Step 2. An employee's grievance which is not settled to the satisfaction of the aggrieved, may be reduced to writing in quadruplicate on forms provided by the Company, signed by the employee and his committee member, and submitted within two (2) working days from the day he received an answer in Step 1 to his supervisor. The supervisor shall deal with the grievance and render his decision within two (2) working days from the date he receives the grievance.

Step 3. If a settlement is not reached in Step 2, the grievance may be submitted to Step 3 in written form within two (2) working days from the date of the written response in Step 2 by the Union Chairman for appeal to the Human Resources designate and a meeting shall be arranged with Company representatives in an attempt to resolve the grievance. At such meeting, the Grievance Committee may be accompanied by an International Representative of the Union. Where mutually agreed to by the parties the grievor shall attend the Step 3 meeting. The Company's answer shall be furnished to the Union Committee Chairman in writing within five (5) working days from the date of the meeting.

Step 4. If the matter is not settled with five (5) days after receiving an answer in the previous step, it shall be submitted to arbitration in the following manner: The Company and the Union shall select an arbitrator and in case of disagreement, both parties shall submit a joint request to the Minister of Labour of the Province of Ontario to furnish a panel of five (5) qualified and available arbitrators. Upon receipt of the panel of names, representatives of the Company and the Union shall meet and proceed to select the arbitrator. Failing a mutual selection, the parties shall each, beginning with the Union, strike alternately, one name at a time, two names from the panel. The one then remaining name shall be the arbitrator and such selection shall be final and binding upon the Company and the Union. The expense of the arbitration, if any, shall be shared equally by the parties hereto.

Section 2.

The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

The arbitrator shall have jurisdiction to deal with all differences between the parties arising from the interpretation, application, administration, or alleged violation of the agreement, including any question as to whether a matter is arbitrable. He shall, however, in respect to a grievance involving a suspension or discharge, be entitled to modify or set aside such penalty, if in the opinion of the arbitrator it is just and equitable to do so.

All reasonable arrangements will be made to permit the conferring parties to have access to the plant or office to view the disputed operations and to confer with the necessary witnesses.

Section 3.

It is understood between the Company and the Union that meetings shall be called between the designated representatives of the Company and Union Grievance Committee, with or without the International Representative and/or the Regional Director, as often as necessary for the purpose of disposing of all unsettled grievances. Such meetings may be requested by either the Union or the Company to be held at times mutually agreeable to both parties, but not later than five (5) days after the request is submitted. Grievances that cannot reasonably be delayed for any length of time shall be taken up on specially called meetings. Members of the Union Grievance Committee will be compensated for time spent during their regular working hours in dealing with grievances, at their regular rate of pay.

Section 4.

In case of failure of the Company to answer a written grievance within the specified time limit, in any of the steps listed above, the Union shall then carry the grievance to the next step of the grievance procedure. When a settlement is agreed upon at any of the steps listed above, such agreement shall be final and binding, but without precedence or prejudice on both parties.

The time limit referred to in the grievance procedure may be extended by mutual agreement.

Section 5.

An allegation by the Union or the Company that either the Company or the Union, as the case may be, has violated or misinterpreted this agreement may be lodged upon written notice.

Failing satisfactory settlement, the grievance may then be appealed to an arbitrator, selected as herein provided.

Section 6.

A claim by a seniority employee that he has been wrongfully suspended or discharged, shall be treated as a special grievance if a written statement of such grievance be lodged with the Manager, Personnel & Industrial Relations within three (3) working days. Failing satisfactory settlement, the grievance may then be appealed to an arbitrator selected as herein provided.

Section 7.

An employee appearing during his regular working hours, before an arbitrator on the hearing of his appeal on a grievance, shall be paid by the Company his regular salary for time so spent before the arbitrator. The same conditions shall apply to employees of the Company who may appear as witnesses.

ARTICLE VI - SENIORITY

Section 1.

Upon completion of forty-five (45) working days within a twelve consecutive month period, the employee's name shall be placed on the seniority list and his seniority will be his date of hire. An employee shall be considered on probation during the 45 day period referred to above. The Company shall have the right to retain or discharge such probationary employees during the probationary period. Employees hired on a temporary basis for periods of less than six months in any calendar year, shall not accumulate seniority and may be released at any time without the necessity of assigning any cause therefor. If a temporary employee is placed in a probationary category upon completion of his probationary period, his date for seniority purposes shall be the date on which he was placed in the probationary category. When a new employee is hired by the Company, the Committee Chairman shall be advised whether such employee has been hired on a temporary or probationary basis.

Section 2.

A list of permanent employees at the Wallaceburg office showing original date of hiring {seniority date} and classification of each employee shall be maintained by the Company on an individual office-wide basis and prepared in printed form once every four (4) months for presentation to the Union.

Section 3.

The Committee Chairman shall be notified in advance of all layoffs and discharge cases.

Section 4.

Seniority rights shall cease and employment shall terminate for any one of the following reasons:

- (a) If the employee quits his employment;
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes Satisfactory reasons for such failure;
- (d) If an employee is absent from work for five (5) working days without notifying the Company unless a satisfactory reason is given:
- (e) If the employee fails to report for work within three (3) working days after the expiration of any leave granted to him. This clause shall not apply if the employee furnishes satisfactory reasons for such failure;
- (f) (1) If the employee with seniority up to two years is laid off for a continuous period of twenty-four (24) months;
(2) Employees with two years' seniority or more shall not lose their seniority until they have been laid off equal to the number of years worked, but not more than five (5) years.
- (g) If an employee is retired, with or without a pension, at normal, voluntary or disability retirement age under the terms of the Bargaining Unit Pension Plan.

(Further provisions affecting seniority are covered in the article on Transfers in this Agreement.)

ARTICLE VII - LAYOFF AND RECALL

Section 1.

- (a) In the event of a permanent reduction in force an affected seniority employee whose job is discontinued or eliminated shall displace the most junior employee in his group whose job he is capable of performing in an efficient manner. If such transfer is not possible the affected seniority employee shall displace the most junior employee in the next successively lower job group whose job he is capable of performing in an efficient manner. If there is no suitable job available in any of the successively lower job groups the employee shall be laid off.

- (b) In the event of a temporary lack of work seniority employees in the affected jobs shall displace the ~~most~~ junior employee in the office whose job they are capable of performing in an efficient manner. If no replacement is possible on the above basis the affected employee shall be laid off.
- (c) Where probationary employees' jobs are affected by a reduction of force, the Company will determine which probationary employee is to be replaced and/or laid off.
- (d) Before any permanent seniority employee is laid off, he shall be given the opportunity to replace a seasonal or temporary employee, to be determined by the Company if more than one is employed and depending on his ability to perform the work.

Section 2.

Where there is an increase in the working force after a layoff, the reverse of the above layoff procedure shall be followed. All employees who have been on the payroll of the Company with less than 60 days' employment, will be given first consideration before any new employee is hired.

Section 3.

- (a) Permanent seniority employees (posted) to be laid off will be given at least five (5) working days notice in writing prior to any layoff. The Union will be copied on all such written notices.
- (b) No notice will be given for a reduction in force which effects employees who do not hold a permanent posted position.

Section 4.

An employee while retained on the seniority list during layoff accumulates seniority during such period.

ARTICLE VIII - JOB POSTINGS

Section 1.

In the event the Company formally establishes a new classification, not included in Schedule "A" of this Agreement, the committee will be notified of the job content and assigned rate of pay before the job is posted. If the Union disputes the accuracy of the Company's description of the job content or the assigned rate of pay, a written appeal may be lodged with the Manager, Personnel and Industrial Relations, not later than ten (10) days following formal notification of the establishment of the classification. The appeal shall specify the reason(s) for protesting the assigned rate of pay, or the accuracy of the job description. Failing a satisfactory settlement of the appeal, either party may submit it directly to arbitration in accordance with the grievance procedure.

Section 2.

- (a) Whenever new jobs or vacancies occur, except as provided under Article IX, Section 6, notices of such vacancies or new jobs shall be posted in the office on bulletin boards for a period of five (5) regular working days. Any employee wishing to apply shall do so within these five (5) days. Application forms may be obtained from the Personnel Department. The decision to fill such vacancy or new job shall be made in favour of the applicant having the greatest seniority providing he has the ability to perform the work in an efficient manner. Wherever possible, successful applicants will be advised within five (5) working days following the posting days, of their acceptance, and the Office Union Chairperson will be similarly advised.

No employee shall be placed in a probationary category until after the job posting procedure has been followed.

- (b) It is understood between the Company and the Union, that it is the mutual intention not to have a husband and wife work in the same department, under the same supervisor, or in interrelated departments which are involved in work relative to accounts payable, accounts receivable, or payroll. In the application of the above agreed intention it is understood that certain other provisions of this agreement may be voided such as relating to job posting or layoff procedures. It is understood that if and when situations arise that are affected by this intention, the Company will exercise discretion in order that the situation can be corrected as quickly as possible but without causing undue hardship on the employee or employees affected. The company may exercise its rights to transfer employees or may employ retraining methods in order to effect the required changes.

- (c) Applications by probationary employees for office postings will only be considered at the discretion of the Company.
- (d) Lateral moves by seniority employees, that is, within the same classification, will not be allowed if within six months of a person's move except with Company approval.

ARTICLE IX - TRANSFERS

section 1.

Any employee not covered by this Agreement when transferred into the Bargaining Unit shall only be transferred when there is an opening and when all employees with seniority have been called back to work, and then only after the job posting procedure has been exhausted. However, any clerical or office employee who is not covered by this Agreement, when transferred into a position which is governed by this Agreement, shall be entitled to have accredited to his seniority standing any seniority he had accumulated previously in this Bargaining Unit.

section 2.

An employee included in the Bargaining Unit shall not be transferred to a position excluded from the Bargaining Unit unless the employee concerned agrees to such transfer.

Section 3.

The Company and the union agree that those with the greatest seniority shall be given preference in promotion providing they have the ability, skill and experience to perform the work in an efficient manner, and that those with the least seniority shall be the first to be demoted or transferred providing those with greater seniority have the ability, skill, and experience to perform the work in an efficient manner.

Section 4.

If as a result of a permanent reduction in force an employee is transferred to a lower job group such employee shall receive his then current salary provided such rate does not exceed the maximum rate for the new group. However, if his current rate exceeds such maximum, the new job group maximum rate will apply.

Section 5.

If as a result of a temporary lack of work an employee is transferred to a lower job group he will retain his then current salary during the term of such temporary transfer up to a maximum of sixty (60) working days. At its option the Company after consultation with the Union, may extend the sixty (60) day period.

Section 6.

An employee demoted or transferred to another job, due to reduction in force, shall have the right to his original job within twelve (12) months, providing that such job becomes vacant. After the expiration of the twelve (12) month, the job, when vacant, will then be posted, and the employee will only have the right with other employees of making application for the job under such posting.

Section 7.

Where for the convenience of the Company an employee is temporarily transferred to a job in a different job group his rate shall be administered as follows:

- (a) If the new job is at a lower job group the employee shall be maintained at his normal salary.
- (b) If the new job is at a higher group the employee's rate shall be increased after ten (10) working days to the first salary step of the new job group which is higher than his normal salary. In calculating the 10 day period, all days worked in the same job in the last 12 months will be included.

ARTICLE X - LEAVES OF ABSENCE

Section 1.

The Company will grant leave of absence without pay (retroactive when justified by the circumstances) to any permanent seniority employee for legitimate personal reasons, and any person who is absent with such written permission shall continue to accumulate seniority during his absence. It is agreed that the Company will provide the Union with a copy of each leave of absence authorization.

Pregnancy and Parental Leave will be handled in accordance with the Employment Standards Act.

If the employee on maternity does not return to work within the six (6) months, but gives notice of returning to work within the twelve (12) month maximum period of leave of absence, upon her return she will be assigned to any available position, providing she is capable of doing the work of the position in an efficient manner and has greater seniority than other qualified employees who have applied for the position, or who may be laid off, and provided also that if such a position is a temporary or seasonal position, the employee shall be laid off from this position as would any seasonal or temporary employee. The employee shall be considered as on layoff, except that such layoff shall not impart any rights under Article VII, Section 1 or 2, nor any company obligation or expense under Article XX, Section 3. In the event that the employee has not notified the company of her availability, or a vacancy has not provided an opportunity for return to work during the twelve-month period, her continuity of service will be broken and her seniority rights shall cease.

Section 2. Jury Duty and Crown Witness Duty

A seniority employee who is called to, and reports for jury duty or Crown Witness duty, (or is subpoenaed as a witness in a court of law) shall be paid an amount equal to the employee's previous day straight time hourly rate plus C.O.L.A. and shift premium but exclusive of overtime and any other premiums on the last day worked. This rate shall be multiplied by eight (8), or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work for the company on the day for which the payment is to be made, less the amount received for jury duty fee or Crown Witness fee (not including travel allowance or reimbursement of expenses) paid the employee by the Court for which he serves. The employee, however, is expected to cooperate with the Company by reporting for work when his presence is not required in court for a full day.

In order to receive payment under this section, an employee must give the Company prior notice that he has been summoned for jury duty or Crown Witness duty and must furnish satisfactory evidence that jury duty or Crown Witness duty was performed on the form which he claims such payment. Any employee who is called to and reports for an interview or an examination to qualify him for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

Section 3. Union Business

Leave of absence, without pay, shall be granted to employees for purposes of bona fide union business provided that notification is given, where possible, at least seven (7) days prior to such leave. No more than the number of Union Committee Members shall be granted such privilege at any one time. An employee elected or appointed to a full-time position with the Union shall, upon application and within at least thirty (30) days notice, be granted indefinite leave of absence. The employee's seniority shall continue to accumulate during such leave.

During the period of the indefinite Leave of Absence, the employee's job will be considered vacant under the job posting application. Upon return from an indefinite Leave of Absence, an employee will be returned to his former job and classification if possible, otherwise, he will be placed in a similar type classification at an appropriate wage rate.

Section 4. Bereavement

Seniority employees will be granted paid leaves of absence from work for the purpose of arranging and/or attending the funeral of family members as follows:

- (a) In the event of the death of an employee's spouse or child, four (4) days' leave.
- (b) In the event of a death in an employee's immediate family, three (3) days' leave. For the purpose of this provision immediate family shall include a parent, parent-in-law, sister, brother, grandparent, grandchild, son-in-law, or daughter-in-law.
- (c) Notwithstanding the above, in the event of the death of a spouse, child, or immediate family members, and the funeral is too far away to attend, two (2) days' leave.
- (d) In the event of the death of a brother-in-law or sister-in-law, a one (1) day leave of absence for the purpose of attending the funeral.

For each day of leave the Company will pay the employee eight (8) hours at his previous day's rate.

Where an employee otherwise meets the requirements for leave under this section but is on vacation, the vacation days lost will be granted at some other time.

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 six (6) months.

Section 5. Military service

The seniority of regular employees leaving the employment of the Company to enter military service during any Canadian war shall be protected and any regular employee who has been discharged from military service, and who within ninety (90) days after termination of such service, make application for reinstatement, shall be re-employed in accordance with the provisions of the "Reinstatement in Civil Employment Act of 1952" and subsequent legislation pertaining thereto. If unable to handle his or her former position, the company shall assign such employee to work which he is able to perform, if such is available.

Section 6. Highway Traffic Act

The company will grant a leave of absence for up to 30 days for seniority employees found guilty under the Highway Traffic Act with the following limitations and requirements:

1. Application for such leave must be made in writing within three days after sentencing by the court.
2. The use of this leave provision will only be granted once every two years for an individual employee.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 1.

- (a) For the purposes of this article, the work day is understood to mean a 24-hour period from the start of the established first shift starting time, and each shift is deemed to fall on the day on which the shifts commence.
- (b) Except where the Company's established practice in relating to certain operations requires otherwise, and except where particular jobs might vary because of the nature of an operation, the ordinary shift times will be:

1st shift - 8:00 a.m. to 4:30 p.m. (¼ hr. lunch period)
2nd shift - 4:30 p.m. to 1:00 a.m. (¼ hr. lunch period)

Production related jobs to have hours established by the Company to meet operational requirements. When plant operations require work hours to be changed, the employee will be given 24 hours notice where possible.

Any change to the ordinary shift hours shall be mutually agreed to between Company and the Union.

- (c) Insofar as business will permit, employees' normal daily hours will be eight (8), and normal weekly hours will be forty (40), on Monday through Friday work days. It is further understood that necessary work must be done regardless of the above.
- (d) When night work is required of employees, the Company shall endeavour to rotate the employees required for such night work in a fair and equitable manner.
- (e) Employees reporting for work during normal daily hours and who are actually required to perform work shall be guaranteed a minimum of eight (8) hours' pay less any time lost because of lateness. Employees reporting to work, but not provided with work, or in the case of non-production scheduled weekend shifts, a minimum guarantee of four (4) hours' pay at the appropriate rate shall apply less any time lost because of lateness. The company is to be excused from the eight (8) hour guarantee in this section in the case of major breakdowns and power failures affecting equipment required for continued job performance.

Section 2.

- (a) Unless notification is given the previous day, all overtime will be voluntary, and employees may refuse the requested overtime without penalty.
- (b) When overtime is necessary, it shall be performed by the employee on whose desk the overtime is required.
- (c) Regardless of Section 2 (a) and (b) above, it is further understood and agreed that, all work on Sunday work days will be voluntary, provided the employee indicates to the company his desire not to work by Wednesday preceding the requested Sunday work day.

Section 3.

- (a) The hours set forth below shall be paid for at no more than time and one-half the regular rate except as otherwise provided in the section:
 - 1) All hours worked in excess of eight (8) in any work day, Monday through Friday.
 - 2) All hours worked during shifts commencing Saturday.
- (b) The hours set forth below shall be paid for at no more than double the regular rate, except as otherwise provided in this section:
 - 1) All hours worked during shifts commencing Sunday.
 - 2) All hours worked in excess of twelve (12) hours in any work day, Monday through Friday.
 - 3) All hours worked in excess of eight (8) hours on a Saturday.

Section 4.

As of December 12, 1994, notwithstanding section 3, a flexible work week may be introduced at the discretion of the Company where production requirements require a seven day production schedule for a minimum of three (3) months. Each year the Company and Union will meet to discuss and agree the trigger schedule comparing quarterly capacity vs. the general budget. The final decision will be based on time and volumes. Selection of individuals to work the flexible work week will be in accordance with the Collective Agreement. A work week shall be between 0001 hours Sunday to 2400 hours Saturday.

Under the flexible work week Saturday and Sunday will be viewed as normal working days not subject to premium payment but an employee will receive time and one-half for the sixth day they work in a week and double time for the seventh day they work in a week. The union will be asked to participate in the 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.

Employees required to work on a flexible work week shall receive a once only payment of \$500.00 (five hundred dollars) subject to normal deductions. The payment shall not be paid to any employee who joins the Company after February 1, 1995.

Section 5.

For all work performed by employees on a second shift, a shift differential of \$0.37 per hour shall be paid by the Company. Effective February 1, 1996 the premium is increased to \$0.38, effective February 1, 1997, the premium is increased to \$0.39. For purposes of this section, a second shift is any shift commencing on or after 1:00 p.m. Shift premium shall not be included in salary rates for calculation of overtime.

When a flexible work week is running the clean-up shift (third shift) premium will be paid as follows;

February 1, 1995	\$0.50
February 1, 1996	\$0.51
February 1, 1997	\$0.52
February 1, 1998	\$0.53

Section 6.

A rest period of 15 minutes for each half shift will be allowed, the time for each rest period to be mutually agreed to by the Company and the Union.

ARTICLE XII - CALL IN - CALL BACK

Section 1.

- (a) Employees called to work prior to their regular shift starting time or after they have left the plant at the end of their full daily shift shall be paid a minimum of four (4) hours at the overtime rate and perform only the emergency work to be done. Upon completion of such emergency work, the employee will be allowed to leave the Plant.
- (b) An employee called in to replace an employee who failed to report to work shall be guaranteed a minimum of four (4) hours' pay or the difference in the number of hours left on the shift to be worked, whichever is greater.
- (c) Employees requested to leave work after the start of a day shift and to report back later in the day, will be paid at time and one-half rates commencing at eight regular working hours after the day shift starting time. The company will be excused from this time and one-half provision in cases of major breakdowns, power failure affecting equipment required for job performance.

ARTICLE XIII - CLASSIFICATION RATES & RATE INCREASES

Section 1.

The classification of occupations and the salaries appears in Salary Progression Schedule, and in Schedule "A" attached hereto.

Section 2. Cost of Living Allowance.

All seniority employees, effective February 1, 1995 will be provided a cost of Living Allowance in accordance with the following provisions:

- (a) The cost of living allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (1981 = 100 and hereafter referred to as the C.P.I.
- (b) Effective February 1, 1995 the December 1994 C.P.I. will be used as the base index and thereafter during the term of this agreement adjustments in the cost of living allowance will be made quarterly at the following times:

Effective Date of Adjustment	Index	Published
First day of month -		
May	March	April 15
August	June	July 15
November	September	October 15
February	December	January 15

- (c) The cost of living allowance shall be based on the formula of one cent (\$.01) for each .15 change in the C.P.I. (1981 = 100).
- (d) The cost of living allowance will be adjusted up or down if and as required for each quarterly period in accordance with the C.P.I. table to be established December 1, 1994 (1981=100) index.
- (e) The amount of any cost of living allowance in effect at any time shall not be incorporated in the wage rates but shall be paid to each employee on a straight time basis for all hours for which he is paid, except the following exceptions;

Effective February 1, 1996 all classification rates will be increased up to a maximum of \$0.10 per year from the C.O.L.A. float, the remainder will float for the year.

Effective February 1, 1997 all classification rates will be increased up to a maximum of \$0.10 per year from the C.O.L.A. float, the remainder will float for the year.

Effective February 1, 1998 all classification rates will be increased up to a maximum of \$0.10 per year from the C.O.L.A. float, the remainder will float for the year.

The cost of living allowance shall not be used in computing premium rates of pay or average earnings of any kind.

- (f) The cost of living allowance to be paid on vacation hours shall be the allowance which is applicable at the time the vacation is calculated in accordance with the provisions set forth in Article XV.
- (g) In the event Statistics Canada does not publish the Consumer Price Index on or before the beginning of the pay period referred to in Article XIII, Section 2(b), any adjustment in the allowance required by the index shall be effective at the beginning of the **first pay** period after the index has been officially published.
- (h) No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures for any C.P.I. for any month on the basis of which the allowance has been determined.
- (i) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly Statistics Canada Consumer Price Index in its present form and calculated on the same basis as the index for December 1994 (1981=100) index.

Section 3.

Increase within the **range of** each job classification shall be automatic on the following basis:

- (a) **Each employee covered by this Agreement shall be classified under the job title appropriate to the occupation in which he or she is normally engaged.**
- (b) A new employee shall be paid 90% of the minimum rate, or 90% of such higher rate within the salary range as the Company may determine equitable. When a new employee on a full-time position has completed his probationary period, he will progress in 6 month rate progressions to **the top rate of his job as outlined in the salary schedule.**
- (c) An employee who has advanced to a higher group through **the job posting procedure or through job re-classification shall be paid the next advanced rate 15 days after being chosen for the job or upon taking on the duties of the new classification, whichever comes first, and then progress to the top rate of the new group in 6 month rate progressions as outlined in the salary schedule.**

Section 4.

In the case of job reclassification, it is understood that "taking on the duties of the new classification" as referred to above would mean the date on which the duties were assessed for possible reclassification.

ARTICLE XIV - PAID HOLIDAYS

Section 1.

No employee covered by this Agreement shall have his salary reduced by reason of observance of the following statutory holidays:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Armistice Day
Easter Monday	Labour Day	Christmas Day
Victoria Day	Boxing Day	Floating Holidays (3)

The Floating Holidays will be designated by the Company, however two of the "Floating Holidays" will be observed during the Christmas period. If Heritage Day or a similar holiday is declared by the Government, it will replace one of the present floaters.

Section 2.

- (a) Payment for each hour of authorized work performed on the day of observance of one of the above holidays shall be two times an employee's equivalent hourly rate in addition to his regular salary.
- (b) Specific authorization by the company shall be required for all work performed on the day of observance of one of the above holidays in order that the employees may be eligible for holiday pay.
- (c) Each of the above holidays shall be observed on the day upon which it falls (except Canada Day which will be observed on a Monday or Friday) unless otherwise declared by the Government of Canada or the Province of Ontario, or as otherwise agreed, to conform with the Company's operations.
- (d) An employee on vacation during a week in which a holiday for which he is eligible occurs, can elect to receive an extra day off with pay either the work day before or after the vacation period, or receive the pay to which he is eligible for the holiday.
- (e) To be eligible to be compensated for an unworked holiday, the employee must meet the following requirements.

- i) Work the greater part of the required work day preceding and following the holiday except for illness of the employee. An employee absent through illness must have advised either the Employment Office or the Factory before 10:00 a.m. on the day or days in question so that his or her reason for absence may be checked if so desired.
- ii) Non-posted employees must not be on layoff the entire 20 working day period preceding the Tuesday of the week following the week in which the holiday is observed. For purposes of this section, an employee absent because of authorized leave of absence, exclusive of bereavement leave, will be considered on layoff.

Posted employees shall be allowed a 30 working day period preceding the Tuesday of the week following the week the holiday is observed in order to qualify for the paid holiday.
- iii) Employees will be excused from the requirements in (ii) above in cases of reported and accepted excuse of illness or non-compensable injury provided that he is receiving sickness payments under the Company's established sick disability policy during the period outlined in (ii) above.
- iv) If an employee is requested to work on a holiday or so agrees, and then fails to report on such holiday, and does not provide a satisfactory reason for the absence, then such employee shall forfeit his holiday pay.
- v) Saturday and/or Sundays worked shall not be required as of an employee as far as qualifying for holiday pay is concerned except that where an employee is requested to work Saturday and/or Sunday, and so agrees and then fails to report on such day, and does not provide a satisfactory reason for the absence, then such employee shall receive no holiday pay.

ARTICLE XV - VACATIONS

Section 1.

The company agrees to the following vacation plan for all seniority employees in continuous service as defined below. Continuous service will be accumulated on the same basis as credited service under the provisions of the Bargaining Unit Pension Plan.

YEARS OF CONTINUOUS SERVICE**YEARLY VACATION ENTITLEMENT**

Not Less Than Less Than

1 year	5 years	2 weeks
5 years	10 years	3 weeks
10 years	19 years	4 weeks
19 years	29 years	5 weeks
29		6 weeks

An employee's sixth and fifth week may be "banked" and taken at retirement under the Pension Plan, or in the case of their sixth week of entitlement the employee can elect vacation pay in lieu of banking or leave. This latter option must be exercised at year-end. The Personnel Department must be advised in writing of all such accumulated banked weeks.

Section 2.

Vacation entitlement and payment shall be made as follows:

- (a) In the case of employees with one or more years of credited service who complete 1,000 hours of credited service during the previous calendar year.

These employees shall receive the appropriate vacation leave entitlement and be paid 2% of their earnings for the preceding calendar year for each week of vacation entitlement or 40 hours pay at their current base rate for each week of vacation entitlement, whichever is greater.

- (b) In the case of employees with less than one year of credited service and/or employees who do not complete 1,000 hours of credited service during the previous calendar year.

These employees shall receive the appropriate vacation leave entitlement and be paid 2% of their earnings for the preceding calendar year for each week of vacation entitlement.

- (c) In the case of employees who are retiring and who have not completed 1,000 hours in the current calendar year or employees terminating for other than cause.

These employees shall receive their outstanding entitlement, if any, under (a) or (b) above plus 2% of their earnings for the current calendar year for each week of vacation entitlement prescribed under the schedule above.

(d) In the case of employees who are retiring and have completed 1000 hours in the current year.

These employees shall receive their outstanding entitlement if any, under a) or b) above, plus for each week of vacation entitlement under the schedule above they shall be paid 2% of their earnings for the current calendar year or 40 hours' pay at their current base rate, whichever is greater.

section 3.

An employee who is discharged for cause, forfeits his vacation rights, with the exception of those rights to which he would be entitled under the Ontario Employment Standards Act.

Section 4.

In scheduling time off for vacation purposes, the Company will give preference to the wishes of employees in order of seniority to the extent feasible given operational requirements.

For this purpose the Company will post a Schedule of Vacation Entitlements for the year by February 28th of that year. Employees must indicate their vacation preference by April 15th in order that their seniority can be considered in scheduling their time off.

Notwithstanding the above the Company may require employees to take vacation leave during a plant shutdown provided such shutdown is scheduled during the summer school vacation period. By February 28th the Company will advise if there is to be a vacation shutdown and if there is to be one the date to be scheduled. In the event of a major breakdown the Company, upon mutual agreement, will reschedule the vacation shutdown period.

Vacation requests which are submitted after April 15th will be handled on a "first come - first serve" basis and employees will be expected to submit their request at least 2 weeks in advance of the desired vacation start date. As above, operational requirements will be considered in reviewing these requests.

Section 5.

It is understood that a vacation week will mean the calendar week Sunday through Saturday.

ARTICLE XVI - BULLETIN BOARDS

The company will provide for the use of the Union, bulletin boards in the offices of the Company, to be prepared and located by agreement between local management and local office committee.

It is agreed that the use by the Union of such bulletin boards shall be restricted to the posting thereon **only** to such notices as shall have received the prior approval of the Manager, Personnel & Industrial Relations of the Company, or his nominee. Such approval shall not be unreasonably withheld and such notices shall be restricted to those of the following types:

- (a) Notices of Union recreational, education and social affairs.
- (b) Notices of Union elections, appointments, results of elections, and *other* official Union business.
- (c) Committee reports and notices of union meetings.
- (d) Letters of communication between the **Company and Union** dealing with matters under terms of the **Collective Agreement**.

At each office, the union will be allocated **space by the** Company for Union information racks for the distribution of Union educational material of a non-political nature.

ARTICLE XVII - WORK BY EXCLUDED EMPLOYEES

Employees who are excluded in Article I of this Collective Agreement will not perform any work which is normally performed by those employees who are subject to the provisions of this Agreement, except in cases of emergency or for the purpose of instructing employees.

ARTICLE XVIII - OUTSIDE CONTRACTING

The Company will not contract out work which is normally performed by employees at the particular location when there is appropriate equipment, skills, necessary time, and qualified employees to perform such work. Before the Company decides to contract out work not prohibited by the preceding sentence, the appropriate Union Committee will be notified as soon in advance as is practical, as to the nature of the work, and the reasons for contracting out such work. Management will give due consideration to the suggestions of the local union before making its final decision as to whether or not such work will be contracted out.

ARTICLE XIX - TRANSFER OF OPERATIONS

In the event that the Company discontinues operations at its Wallaceburg factory or transfers existing operations to another factory, then the seniority employees so affected shall be offered the opportunity to be placed on preferential hiring list. The Company agrees that the employees on this list will be offered available jobs at other NESTLE CANADA INC. owned or leased factory locations that they are qualified to perform, in preference to "new hires", for a period of six (6) months (12 months for NESTLE CANADA INC. locations in Ontario). Job offers will be made on the basis of seniority provided job qualifications requirements are satisfied.

Transferring employees shall be subject to the conditions of employment at the new location and shall be credited with date of entry seniority except that former service will be retained for service related benefits save and except for pension.

In the case of pension transferring employee will retain the pension entitlement that they have accrued to the date of transfer if these have not been relinquished. upon hire at the new location they will recommence accrual of pension entitlements if a pension plan is in existence.

Employees will be eligible for an advance of up to \$750 to assist with actual relocation expenses. Such advance will be made available at the time of transfer and only 50% is repayable. The repayment portion is to be made no later than six (6) months after the date of transfer.

ARTICLE XX - HEALTH AND WELFARE COVERAGE

Section 1.

The Company shall arrange the following plans for seniority employees subject to the rules and regulations of the carrier and also subject to such administrative rules and regulations as may be established by the Company hereunder. Such insurances shall be placed by the Company in such companies or organizations as may from time to time be selected by the Company. Excluding L.T.D., and optional insurances and subject to plan maximums, benefits will be at the Company's expense.

- (a) Life insurance equal to two times salary and A.D.D. insurance of \$25,000. Additional voluntary A.D.D. and optional Group Life insurance is also available, at the employee's expense.

Life insurance for employees assigned disability premium waiver is established and frozen at the level of insurance that was in effect at the time of disability.

- (b) Major medical coverage will be as outlined under the Plan effective February 1, 1995.

- (c) Dental coverage will be as outlined under the Plan introduced effective February 1, 1988. These benefits will be based on the ODA Fee Schedule as follows:

Effective February 1, 1995	1994 ODA
Effective February 1, 1996	1995 ODA
Effective February 1, 1997	1996 ODA
Effective February 1, 1998	1997 ODA

- (d) Sickness Plan - Details provided in employee's benefit booklet.
- (e) Employee Health Tax.
- (f) Long Term Disability Plan - Maximum benefit of 66 2/3%. Premiums are employee paid.

Section 2.

- (a) In the case of the employees who are laid off, the Company undertakes to pay the cost of all employer paid benefits to the end of the calendar month following the month in which their layoff occurs and for up to three months thereafter.

Section 3.

Such plans as referred to in Section 1 shall be available at their own expense for each of the following employees or former employees who elects to receive the benefits of the said insurance for himself or for himself and his dependents, subject to and only in accordance with the rules, regulations and effective dates referred to in Section 1 above.

- (a) Individuals who have been laid off not more than six months.
- (b) Employees on authorized leave of absence.
- (c) Employees on strike not more than six months.
- (d) Employees absent because of sickness or accident for not more than eleven months after the end of the calendar month following the month in which the sickness or accident took place.

The Company agrees to allow employees, who are eligible under this section to receive benefits at their own expense, to make payment for the benefits through the Company. Questions regarding the terms of any contract issued by a carrier or with respect to benefits thereunder and questions regarding the interpretation and application of rules and regulations of the carrier and referred to in and established pursuant to Section 1, shall not be subject to the grievance procedure.

Should any provincial or federal laws be enacted and made effective during the period of this Agreement, or any extension or renewal thereof, providing benefits paralleling or similar to any of those covered by the carriers, and if the Company is required for any reason to contribute **directly** or indirectly to the cost of the benefits so provided by provincial or federal laws, the Company shall be entitled to modify or amend any or all of the benefits provided by the carriers so that compliance with any such provincial or federal laws shall not cause the Company to furnish or pay for paralleling or similar benefits in addition to or in excess of those provided by the carriers, provided further, however, that where possible the Company will maintain the benefits at a level at least equal to the present.

section 4.

In the event that a Provincial government or the Government of Canada shall institute an insurance plan or other arrangement under which benefits are provided for **employees** as a replacement to any of the benefits described in this Agreement, the Company shall meet with the Union representatives within a reasonable time (e.g. 30 days) to study the effect of such government plan and to decide a course of action. If no course of action has been agreed upon after a period of time (e.g. 60 days), and if the cost of the benefits described in this Agreement are reduced as a result of the Government plan, the resulting reduction in cost less an additional cost of the new or modified Government plan, if any, shall be apportioned between the employees and the Company in accordance with their respective percentages of the cost prior to the reduction.

Section 5.

In situations where more than one member of a family, that is husband, wife or children under 19 years of age, is employed by the Company, enrollment or coverage for benefits shall be subject to the following:

- (a) Husband and wife both employed - either but not both may enroll the other as a dependent.
- (b) More than two members of the same family employed - one member of the family, but not more than one, may enroll and may enroll other members of the family as dependents.

ARTICLE XXI - DISCIPLINE

Disciplinary notices shall be removed from an employee's record if he establishes a clean record for one (1) year.

ARTICLE XXII - STRIKES & LOCKOUTS

The Union agrees that there will be no strike and the Company agrees that there will be no lockout during the term of this Collective Agreement. It is understood that the terms "strike" and "lockout" have the meanings contained in the definitions of such terms in the Ontario Labour Relations Act.

ARTICLE XXIII - DURATION OF AGREEMENT

~~This agreement shall become effective February 1, 1995 and shall continue to January 31, 1999. Either party wishing to negotiate a new contract shall give written notice thereof within ninety (90) days prior to the above termination date, whereupon this contract shall be continued in effect thereafter by mutual agreement. Upon receipt of such notification, negotiations shall begin within fifteen days.~~ *

ARTICLE XXIV - STATEMENT OF EXHIBITS

The parties to this Agreement have provided for a Pension Plan, Exhibit "A"; and made part of this Agreement as if set out in full herein subject to all provisions of this Agreement. All of the above named plans are effective, and as amended, at February 1, 1995. The company agrees to continue such plans in effect for the duration of this Agreement, subject to approval of the Minister of National Revenue that such Plans, together with any amendments are approved for the purposes of the Income Tax Act so that payments made thereunder by the Company are deductible for income tax purposes and subject to the approval of the Unemployment Insurance Commission with respect to the Supplemental Unemployment Insurance Benefits Plans. Each of the aforementioned contain specific procedures for the settlement of problems and disputes arising under such plans and it is therefore the intent of the parties that all disputes regarding each of the plans be handled in accordance with and confined to the procedures established in the respective plans.

ARTICLE XXV - SEVERANCE PAY

The Company agrees to **make** severance payments to all seniority employees whose **employment** is terminated in the event of the closure of the Wallaceburg factory. Payments will be determined as follows:

<u>(a) Service Category</u>	<u>Severance Payment</u>
Employees with less than 5 years' seniority	1 week's pay per year of seniority
Employees with 5 years' seniority but less than 10 years' seniority.	1.25 weeks' pa per year of seniority
Employees with 10 years' seniority but less than 15 years' seniority	1.5 weeks' ay per year of seniority
Employees with 15 years' seniority but less than 25 years' seniority	1.75 weeks' pa per year of seniority
Employees with 25 plus years' seniority	2.0 weeks' pay per year of seniority

- (b) Seniority is determined as of the employee's termination date.
- (c) For the purpose of the above calculations seniority will be rounded to the next higher quarter ($\frac{1}{4}$) of a year.
- (d) A week's pay is equal to forty (40) hours at the rate stipulated in the Collective Agreement for the job held by the employee at the time of termination plus the Cost of Living Adjustment then applicable.
- (e) Severance payable under this section shall be deemed to include any severance pay as may be required under any Ontario legislation.
- (f) Severance will not be payable to an employee who is discharged for just cause or who quits prior to their final scheduled day of work.
- (g) Wherever reasonably practical and possible, the Company will provide four months' notice in the event of the Wallaceburg factory closure.

FOR THE UNION

**THE INTERNATIONAL UNION
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (U.A.W.) LOCAL 251**

E. carney

L. Benoit

FOR THE COMPANY

NESTLÉ CANADA INC.

S. Hitchcock

M.B. Griffith

K. Gernhaelder

J. Jacobs

SALARY PROGRESSION SCHEDULE

WALLACEBURG OFFICE UNION - LOCAL 251

<u>JOB LEVEL</u>	<u>STEPS</u>	<u>Feb. 1/95</u>	<u>Feb. 1/96+</u>	<u>Feb. 1/97+</u>	<u>Feb. 1/98+</u>
GROUP 2	1	595.20	599.20	603.20	607.20
	2	607.60	611.60	615.60	619.60
	3	620.00	624.00	628.00	632.00
GROUP 3	1	610.80	614.80	618.80	622.80
	2	621.20	625.20	629.20	633.20
	3	631.60	635.60	639.60	643.60
GROUP 4	1	623.20	627.20	631.20	635.20
	2	634.80	638.80	642.80	646.80
	3	646.40	650.40	654.40	658.40
GROUP 5	1	634.80	638.80	642.80	646.80
	2	649.80	653.80	657.80	661.80
	3	664.80	668.80	672.80	676.80
GROUP 6	1	646.40	650.40	654.40	658.40
	2	662.20	666.20	670.20	674.20
	3	678.00	682.00	686.00	690.00
GROUP 7	1	658.80	662.80	666.80	670.80
	2	678.60	682.60	686.60	690.60
	3	698.40	702.40	706.40	710.40

+ up to a maximum of \$0.10

NOTE: Probationary employees will be paid at 90% of their respective group and step level.

WALLACEBURG

FEBRUARY 1, 1995

SCHEDULE "A" - JOB CLASSIFICATION

GROUP 2.

Vacant

GROUP 3.

**Checker
General Office Clerk/Receptionist
General Office Clerk**

GROUP 4.

**Warehouse Inventory and Terminal Clerk
Shipping Clerk
Distribution Clerk**

GROUP 5.

**Factory Cost Clerk
Laboratory Receiving Technician
General Ledger Clerk
Payroll & Labour Distribution Clerk**

GROUP 6.

**Laboratory Technician (Micro)
Purchasing Clerk
Senior Accounting Clerk
Factory Clerk**

LETTERS

TO

THE

AGREEMENT

RE: SICKNESS PAYMENT PLAN

In conjunction with, and further to a Memorandum of Agreement between this company and the U.A.W. Local 251, dated January 3, 1991, it is mutually agreed that the company will continue to administer their established Sickness Payment Policy for the duration of the Collective Agreement dated February 1, 1995 to January 31, 1999.

The company reserves the right to amend, suspend, or alter, any or all of the provisions of their Sickness Payment Policy, if and when, any government regulation is enacted that provides for duplication or additional benefits available to the employees in cases of illness or accident.

It is understood that the benefits payable under the Sickness Payment Policy are voluntary on the part of the company and do not, in any sense, constitute a contract.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

E. CARNEY
FOR THE UNION

K. GERNEALDER
FOR THE COMPANY

ALLOWANCES

In conjunction with, and further to a Memorandum of Agreement between this company and the U.A.W. Local 251, dated December 12, 1994, the Company will, for the duration of the Collective Agreement dated February 1, 1995 through January 31, 1999, provide the following:

1. Provision for seniority employees' safety shoe subsidization allowance of \$55.00 per pair with a maximum of one pair per year. Effective February 1, 1996 this allowance is increased to \$65.00 per pair once per year. Effective February 1, 1995, employees may carry forward their shoe allowance for twenty-four (24) consecutive months.
2. Hearing protection will be provided by the company. One free replacement (muffs) will also be provided. All other free muff replacements will be made upon return of the damaged or used hearing protection device.
3. A meal allowance of \$6.00 per day will be given to any seniority employee who works 10 hours or more per day.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

E. CARNEY
FOR **THE UNION**

K. GERNHAEGLER
FOR **THE COMPANY**

RE: COMPANY SICKNESS AND ACCIDENT

In conjunction with, and further to a Memorandum of Agreement between this company and the U.A.W. Local 251, dated January 3, 1991, the parties have agreed that the Company maintains the right to suspend company sick pay benefits whenever an employee's casual absences, or doctor's appointments, during working hours become excessive.

DATED AT WALLACEBURG, ONTARIO, THIS 20th M Y OF FEBRUARY, 1995.

E. CARNEY
FOR THE UNION

K. GERNHAELDER
FOR THE COMPANY

4: PAID EDUCATION LEAVE

In conjunction with, and further to a Memorandum of Agreement between this company and the U.A.W. Local 251, dated December 12, 1994, the company agreed to pay into a special fund one cent (\$.01) per hour per seniority employee for all hours worked for the duration of this collective agreement, for the purposes of providing paid education leave for members of the Bargaining Unit. Said paid education leave will be for the purpose of allowing employees to attend courses to upgrade their skills in all aspects of education and Trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the International Union, U.A.W., and sent by the company to:

U.A.W. Paid Education Leave Fund (Local 251)
P.O. BOX 22024
Wallaceburg, Ontario
N8A 5G4

Payments will be made as follows:

- First quarter - January 1 to March 31
 Payable to Fund - by April 15
- Second quarter - April 1 to June 30
 Payable to Fund - by July 15
- Third quarter - July 1 to September 30
 Payable to Fund - by October 15
- Fourth quarter - October 1 to December 31
 Payable to Fund - by January 15

It was further agreed that selectees will be granted a leave of absence without pay for 20 days of class time, plus travel time where necessary said leave to be intermittent over a 12 month period from the first day of leave. Leaves which may extend past the 20 days will be reviewed on a case by case basis. Employees will continue to accrue seniority and benefits while on leave.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

E. CARNEY
FOR THE UNION

K. GERNHAELDER
FOR THE COMPANY

RE: MEDICALS

The Company and Union recognize that as a food processing company, governments in Canada as well as other countries where our products are sold, require medical testing of employees. Failure to comply will result in loss of production opportunities; furthermore, the parties recognize it is imperative to have employees' cooperation and participation in complying with the medical testing program where and when required.

For these reasons the Company and union agree that for the duration of the collective agreement dated February 1, 1995 and expiring January 31, 1999 government medical testing requirements will be conducted as follows:

Operational requirements may make it necessary to schedule employees' tests at times outside regular working hours. In such instances employees will be compensated at straight time for time spent at such tests, with a payment of two hours as the minimum.

All tests will be scheduled with the Company physician. At the Company's discretion an employee may be granted permission to see their own physician. Such a request should be made to the company nurse. Any employee granted such permission will be required to schedule their own appointments and provide appropriate completed documentation.

Employees missing scheduled tests, or not providing results of tests within agreed time periods, may be bypassed from labour lineups where medical testing is required.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

**E. CARNEY
FOR THE UNION**

**K. GERNHAELDER
FOR THE COMPANY**

4: **BANKED VACATIONS**

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251-0, dated January 3, 1991 the parties have reached the following understanding relative to banked vacation.

Employees with banked vacation may take up to one week of banked vacation along with their annual yearly entitlement. The basis for granting this entitlement will be on operational requirements and each request will be reviewed independently. The final, right to grant such a vacation request is vested exclusively with the Company.

DATED AT WALLACEBURG, ONTARIO, THIS 20th M Y OF FEBRUARY 8 1995.

E. CARNEY
FOR THE UNION

K. GERNHAELDER
FOR THE COMPANY

RE: **SUMMER HOURS**

The Company will review production requirements and determine the feasibility of **summer** hours at the **Wallaceburg factory**. This decision will be **communicated** by May 1st each year.

Employees in the salaried Bargaining Unit will be included where **possible** and feasible. The basis for **employee** selection will be **based** on operational considerations and is vested exclusively with the Company.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

**E. CARNEY
FOR THE UNION**

**K. GERNHAELDER
FOR THE COMPANY**

4: OVERTIME PAYMENT MEETINGS/TRAINING

Further to the parties' Collective Agreements, the following past practice, will be guidelines used to determine the payment for attending meetings and participating in external/internal training:

1. Meetings which have been scheduled by the Company and are at the beginning of your shift, end of your shift, or you returned after your shift, are considered voluntary. Employees who attend the meetings will be paid at straight time for the actual time in attendance.
2. Internal Training - Training will be scheduled during the employees' scheduled shifts, wherever possible. Training will be paid at straight time. However, if an employee's hours are in excess of eight (8) hours for the day he/she will receive time and one-half their regular rate.
3. External Training/Meetings - Employees who voluntarily attend off-site meetings or training programs are paid up to eight (6) hours at straight time. Travelling time is not compensated.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

**E. CARNEY
FOR THE UNION**

**K. GERNHARDER
FOR THE COMPANY**

RE: TEMPORARY EMPLOYEES

1. Temporary employees will be classified as a Group 3 (unless the Company, reactivates a Group 2 level job).
2. Temporaries will progress through the salary Progression schedule with the Group 3 classification as per the Contract.
3. (a) When the employees are transferred for a week to a higher group to replace an employee (i.e. vacation, absent day, sick), they will be paid as per Article IX, Section 7 (b) in the Contract.

(b) If an employee is transferred for less than a week to replace an employee, the employee will be paid the rate for the job performed for the majority of the week.

(c) Situations which are not covered by (a) or (b) will be reviewed on a case-by-case basis by the Controller and the Office Union Chairman. If a temporary is assigned to do an entry level task (i.e. filing, data entry), the employee will be paid at their current Group 3 rate.

DATED AT WALLACEBURG, ONTARIO, THIS 20th DAY OF FEBRUARY, 1995.

**E. CARNEY
FOR THE UNION**

**K. GERNHAELDER
FOR THE COMPANY**

RE: **BONUS**

Seniority employees shall participate in the Salaried Employees Bonus Plan for the life of this agreement as follows:

- (a) For the calendar year January 1, 1995 to December 31, 1995, **employees** shall be entitled to receive a bonus of 3% of **eligible earnings** conditional upon the Company achieving its net profit (excluding extraordinary items) target for that year.
- (b) If bonus is not earned for the calendar year January 1, 1995 to December 31, 1995 then employees shall receive a guaranteed 2% bonus.
- (c) For the calendar year January 1, 1996 to December 31, 1996, **employees** shall be entitled to receive a bonus of 3% of **eligible earnings** conditional upon the Company achieving its net profit (excluding extraordinary items) target for that year.
- (d) For the calendar year January 1, 1997 to December 31, 1997, **employees** shall be entitled to receive a bonus of 3% of **eligible earnings** conditional upon the Company achieving its net profit (excluding extraordinary items) target for that year.
- (e) For the calendar year January 1, 1998 to December 31, 1998, **employees** shall be entitled to receive a bonus of 3% of **eligible earnings** conditional upon the Company achieving its net profit (excluding extraordinary items) target for that year.
- (f) Eligible earnings shall be defined as the employee's hourly rate as at the year-end including the floating C.O.L.A. as of December 31st, multiplied by the number of hours he/she worked during the calendar year in question. Hours worked shall include vacation and Statutory Holidays but shall exclude W.I. and W.C.B. The total number of hours shall not exceed 2,080.
- (g) The bonus earned for each year shall be paid out in a lump-sum payment on a separate cheque in February of the subsequent year.

DATED AT WALLACEBURG, ONTARIO, THIS 20th M Y OF FEBRUARY, 1995.

E. CARNEY
FOR THE UNION

K. GERNHAELDER
FOR THE COMPANY