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EFF.	950201
TERM.	990131
No. OF EMPLOYEES	160
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This COLLECTIVE BARGAINING AGREEMENT, made and entered into this 1st day of February 1995 BY AND BETWEEN NESTLÉ CANADA INC., Wallaceburg Factory, 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 (hereinafter referred to as the "Union").

WITNESSETH THAT --

Whereas this Agreement has been made for the purpose of promoting a harmonious and peaceful industrial relationship between the Company and its employees:

Now, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1. The Company recognizes the Union as the sole bargaining agent for all employees of the Company at the Wallaceburg Factory, Ontario, and all other conditions of employment as set forth in the Agreement for all employees of the Company. The Company shall provide and maintain work save and except for stationary fire and air handling equipment, guards, and other staff not in direct contact with the machinery. Employees in the bargaining unit shall be excluded from the bargaining unit by the terms of the Labour Relations Act.

ARTICLE II - MANAGEMENT

Section 1. The management of the factory 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.

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.

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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 By-Laws of the Union, Dues will be deducted from the earnings of probationary employees. 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 Local Union, the total of the deductions made.

The Company will, at the time of making each monthly remittance, supply the 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 elect from the local Union membership, a Union committee composed of not more than four (4) members. The Committee members shall have at least one (1) year of seniority and one (1) member of the committee shall be designated as Chairman. The members' jurisdiction or zones shall be mutually agreed upon between the Union and the Company. (Mutual agreement is one (1) member - Skilled Trades; two (2) members - Production; one (1) Chairperson.) The Committee will increase by one (1) member automatically on June 1996 or if a flexible work week is implemented prior to this date.

The Union will supply, in writing, to the Company the names and jurisdiction of committee members, and keep such lists up to date at all times. Where appropriate, the Company shall supply to the Union, in writing, the names of the Foremen with whom each committee member shall cooperate.

The Chairperson shall be paid \$1.20 above his regular rate.

Section 2. The Company will further recognize various committees appointed or otherwise selected from within the Union committee. The Bargaining Committee to be comprised of the Chairman plus three (3) committee members and the Grievance Committee to be comprised of the chairman plus two (2) committee members or such lesser number as the Union may decide. Other committees may be appointed or otherwise selected from the Unions general membership, and will be recognized by the Company as may be required under the terms of the Bargaining Unit Employees Pension Plan, the Skilled Trades Program and the Safety Program. An International Representative, or Representative of the Union may be present and participate in any meetings of the Union Committee and the Company.

Section 3. The Company agrees to grant preferential seniority to duly recognized members of the Union Committee as specified in Section #1 above, for the purpose of layoff only, within the jurisdiction the committee member represents provided they are willing and able to do the jobs available.

The Company will continue its practice of asking a committeeman to work whenever such work is available for four (4) or more employees in his zone, and on the same shift. This section applies to overtime hours. Additionally, the Chairperson will be asked to work if five (5) or more employees are required to work plant-wide on weekend day shift overtime only. In all cases, the Committee person or Chairperson must be willing and able to do the work available.

The Company agrees to keep the Union Committee Chairman on the day shift except where certain specific situations require otherwise, which will be mutually agreed to. To the greatest extent possible, the Company will keep the other members of the Union Committee on the day shift.

Recognizing that occasions may arise whereby a particular zone or shift does not have a Union Committee representative, the Company will additionally recognize the election by the Union of stewards for that zone or shift, provided the Personnel Department is advised in advance. The sole purpose of such an assignment will be to act on behalf of the Union on certain matters which the regular committee members are unable to handle due to their assignment on another shift. The privilege relating to preferential seniority does not apply to these stewards. The privilege relating to overtime assignment as provided in Paragraph #2 of this section does apply.

Section 4. The Union recognizes and agrees that members of the Union committee 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 or 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 (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 receives an answer in Step 1 to his superintendent. The superintendent 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 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 within 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 time 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.

ARTICLE VI - SENIORITY

Fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous or cumulative service with the Company. Seniority shall be exercised as follows:

- (a) Upon completion of seventy-five (75) working days (forty-five (45) working days for Skilled Trades Journeymen or apprentices) within twelve months, the employee's name shall be placed on the seniority list in order of date of first day of employment after completion of the appropriate qualifying periods mentioned above. Farm Sewage Disposal employees, if transferred into a factory job under Local #251 jurisdiction, will be granted credit for service in the excluded position toward his probationary period to a maximum of 60 working days.

Without otherwise limiting any rights under this Agreement except those specifically restricted to seniority employees, it is understood and agreed that all employees shall be considered and designated as probationary employees during the qualifying period for seniority status as referred to in this section. The Company shall have the right to retain or discharge such probationary employees during the probationary period. It has been mutually agreed by the Union and the Company that probationary employees may be terminated for a lesser cause.

- (b) Seniority lists shall be posted in a suitable place and shall be revised and posted every four (4) months. The lists shall include each employee's job classification.
- (c) Seniority rights shall cease and employment shall terminate for any of the following reasons:
1. If the employee quits his employment.
 2. If the employee is discharged and such discharge is not reversed through the grievance procedure.
 3. If the employee is absent from work for five (5) working days without notifying the Company unless a satisfactory reason is given.
 4. If the employee fails to report for work within seven (7) working days when called by the Company unless a satisfactory reason is given.
 5. If the employee fails to report for work within five (5) 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.
 6. i) If the employee with seniority up to two years is laid off for twenty-four (24) consecutive months.
ii) 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.
 7. If the employee is retired with or without pension, at normal, voluntary or disability retirement age under the terms of the Bargaining Unit Pension Plan.

ARTICLE VII - JOB POSTING

Section 1. In the event the Company formally establishes a new classification, not included in appendix "A" of this Agreement the committee will be notified of the job content and assigned rate of pay within fifteen (15) days of the establishment of the classification. 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 Human Resources designate 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) All new jobs as determined under this Article, or vacancies of other than general labour or non-posted jobs from Appendix "A", shall be posted on the bulletin boards within ten (10) working days of the vacancy occurring and shall remain posted for seven (7) working days.
- (b) An employee wishing to post for the job will place his name on the Job Posting Form and duplicate copy retained by the employee. A list of all applicants who bid, will be given to the Union Chairman.
- (c) The successful applicant will be notified and transferred within five (5) working days or sooner if possible following the removal of the posting in (a) above. Extension to these time limits may be made by mutual agreement between the Company and the Union.
- (d) The selection of an employee for a job shall be based on the two factors of seniority and ability to perform the work.
- (e) All job posting notices shall contain the general job description, rate of pay and department.
- (f) If during the first five (5) working days the employee feels he is unable to perform the duties of the vacancy to which he posted, or if the employee proves incapable in the posted job, the employee will be returned to his former job and rate of pay as well as any other employee who was promoted or transferred as a result of the posting. Prior to an employee's return to his former job as a result of incapability, the Union will be advised.
- (g) All posted positions (other than replacement of employees who are sick/injured) will be permanent.

ARTICLE VIII - LAYOFF AND RECALL

Section 1. When it is necessary to reduce the working force, probationary employees shall be laid off first. If further layoffs are made, the employees shall be laid off in reverse order of seniority provided the employees retained above have the ability and willingness to do the jobs required. The Company will continue its practice of giving advance notice of 48 hours on layoffs with the exception of breakdown or supply failure. Employees with seniority shall be recalled to work in the reverse order of layoffs provided the employees **so** recalled have the ability and willingness to do the jobs required.

For the purposes of this section, in an emergency the seniority list may be suspended for one day.

ARTICLE IX - TRANSFERS

Section 1. In permanent transfers between departments to jobs within the Bargaining unit, employees will carry their seniority with them. Permanent transfers shall carry the job rate.

Section 2. It is the intention of the Company to keep the employee upon his regular job whenever possible in accordance with seniority. When it becomes necessary to transfer employees temporarily, employees having the least seniority within an effected classification and operational unit, shall be transferred subject to employees retained being able to perform the work available.

Section 3. Employees in the Bargaining Unit who are transferred to positions outside the Bargaining Unit, such as foreman or any other managerial position, shall hold seniority within the Bargaining Unit for four months only. Should the employee return within the four month period, he will take the available work. Should they wish to reenter the Bargaining Unit after the four-month period, they can do so only as new employees.

Section 4. Temporary transfers shall carry the higher rate whether that be job or employee rate. Employee rate shall mean the base rate or retained rate if employee has one. That rate shall be paid for the period of time which the transfer is in effect. It is understood that a temporary transfer will take effect where an employee is on a higher-rated job for a period of one hour or more during a day. No temporary transfer takes effect where an employee is transferred to a lower rated job for the convenience of the Company when his regular posted job is still available.

Temporary transfers for employees not working in their posted positions will be administered in accordance with operational requirements and to the extent practical, seniority. Temporary transfers will not exceed one full shift.

Where temporary transfer is assigned to an employee other than the most senior qualified employee who was at work on the shift then that senior employee provided he has the ability and willingness to perform the job will also receive the rate for the period of the temporary transfer.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Pregnancy and Parental Leave will be handled in accordance with the Employment Standards Act.

Section 2. Jury Duty & 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 rate plus COLA and shift premium but exclusive of overtime and any other premiums on the last day worked 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 days for 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. Leaves 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 with 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 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. In the case of leaves of absence of less than one year an employee will be allowed to exercise his plant seniority to return to his former job.

Section 4. Bereavement Leave. 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.
- (e) 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. Reference to "in-law" will be for current spouse only. Unpaid leaves of absence will be reviewed on an individual basis for previous in-laws'.

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.

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, makes 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. Personal Leaves. Personal Leaves may be granted to seniority employees upon request for legitimate personal reasons as provided under the Company's established policy.

Section 7. Highway Traffic Act. The Company will grant a leave of absence for up to 90 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.

NOTE: Driving offences covered under the criminal code are also eligible under this section.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 1.

(a) For 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 relation 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 - 7:30 a.m. to 3:30 p.m.
2nd shift - 3:30 p.m. to 11:30 p.m.
Clean-up shift - Hours established by the Company in relation to operational requirements.

Any change to the ordinary shift hours shall be mutually agreed to between the 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) There shall be established equal distribution of work hours available in all departments, so far as possible. 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.

Section 2.

- (a) The Union agrees to faithfully and diligently cooperate with the Company in obtaining the attendance of a complete and adequate staff of employees to ensure the efficient operation of the plant on the sixth and seventh days of work.
- (b) In all cases where overtime is required an employee may turn down overtime assignments provided there are enough employees normally assigned such overtime, who will accept the required assignment. However, when a sufficient number of such volunteers cannot be obtained, the Company will use a reverse seniority procedure to determine those employees who will be required to take the assignment.
- (c) Any skilled trades employee required to work scheduled, non-emergency weekend overtime will be requested to do so by the Thursday of the week in which the overtime will occur. A response will be given no later than the start of shift on Friday of the same week before the overtime day. In the case of emergencies, or if insufficient volunteers are obtained, then procedures as outlined in (b) above will be applied.

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 this section:
 - 1. All hours worked in excess of eight (8) in any work day, Monday through Friday.
 - 2. All hours worked on a 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 on a 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.

- (a) Effective December 8, 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.

- (b) When a flexible work week is running the midnight 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 5. For all work performed by seniority employees on a second shift, or clean-up 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 at or after 1:00 p.m. The cleanup shift premium will be paid based on established cleanup shift hours only. Shift premium shall not be included in wage rates for calculation of overtime.

Section 6. A rest period of 20 minutes for each half shift will be allowed. The first such rest period will not begin within two hours after the start of each shift and the second will not be earlier than 4½ hours after the start of each shift.

Any permanent change to the regular established break times shall be subject to mutual agreement by the Company and Union.

An additional five minute break will be provided in the event of nine hour shifts. The additional five minutes to be added to the second break or at the end of the shift.

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 factory.
- (b) Employees reporting for work 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.
- (c) Employees reporting for work, but not provided with work, shall be paid four (4) hours' pay less any time lost because of lateness.
- (d) The Company is to be excused from the eight-hour provision in this section in the case of major breakdowns and power failures.
- (e) An employee called in to replace an employee who failed to report to work shall be guaranteed a minimum of six (6) hours' pay or the difference in the number of hours left on the shift to be worked, whichever is greater.
- (f) 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 and power failures.
- (g) The Company will pay for lost time up to the regular day's working hours for any seniority employee injured while working. Such lost time must be authorized by the Company and the result of a bona fide injury reported to the Company.

ARTICLE XIII - WAGES

Section 1. A list of minimum hourly rates of pay for all seniority employees and a list of job classifications and corresponding straight time hourly rates is attached as appendix "A" of this Agreement and shall be considered as part of this Agreement, and shall become effective on the dates shown therein.

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 1, 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). It is understood that the cost of living allowance earned during the last three months of this agreement will be paid effective February 1, 1999 as an advance toward a subsequent agreement.
- (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 with the 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 with the following exceptions:

Effective February 1, 1996, all classification rates will be increased up to a maximum of \$.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 \$.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 \$.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 XVI,
- (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).

ARTICLE XIV - PRODUCTION GROUP LEADERS

Section 1.

- (a) A production group leader assists in directing the work of employees while continuing to perform his own regular job assignment. In the course of his assignment as a group leader he may also be assigned to perform work regularly done by employees he leads. He shall not assume any of the employee relations supervisory responsibilities that properly belong to foremen or other management representatives exclusively, such as reprimanding or disciplining employees or deciding who should be promoted or laid off. The Company will determine when or where production group leaders are to be assigned whenever required for the efficient operation of the plant. **Job Advertisements** (duties and criteria) will be reviewed with the Union prior to posting. The Company will select and assign group leaders in accordance with their ability to perform satisfactorily all the required duties of a production group leader. The Company will select a group leader from a list of applicants and the most senior will be first considered. All applicants responding to a Production Group Leader advertisement will be interviewed by the Personnel Department and specific reasons for refusal given in writing to any applicant more senior than the applicant chosen. It is understood that group leaders do not have any preferred seniority within the production group.
- (b) When an employee has been selected and assigned by the Company to perform the duties of a Production Group Leader, the employee performing this function, shall during the time assigned, be paid a minimum of \$0.50 per hour above the highest hourly rated employee in the group he is leading.

- (c) When the Company finds it necessary during busy periods to assign additional responsibilities to any individual leader additional \$0.35 per hour will be added to the leader's rate for time so spent.

ARTICLE XV - PAID HOLIDAYS

Section 1. The Company agrees to grant the following holidays with pay to eligible seniority employees:

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

"Floating Holidays" will be observed during the Christmas period and designated by the Company after consultation with the Union. If Heritage Day, or a similar constitutional holiday, is declared by the Government, it will replace one of the present floaters.

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 mutually agreed between the Company and Union, to conform with the Company's operations.

Pay for holidays is for the purpose of maintaining weekly pay as it would be earned normally at that time of year if no holiday occurred in the week. But work in excess of normal hours in a Holiday week shall not be reason for not paying for a holiday not worked.

Section 2. Unworked Holiday. Eligible employees shall be paid for eight (8) hours for each paid holiday not worked at the rate paid that employee the last day worked before the holiday. To be eligible for an unworked holiday, the employee must meet the following requirements:

- (a) On the regular seniority list of the Company.
- (b) Works 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 Plant Nurse before 10:00 a.m. on the day or days in question so that his reason for absence may be checked if so desired.
- (c) Employee 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.

An employee who has accumulated ten years of vacation service as of the date of observance for a paid holiday shall be allowed a 30-working-day period preceding the Tuesday of the week following the week in which the holiday is observed in order to qualify for the paid holiday.

- (d) Employee will be excused from the requirements in (c) above in cases of reported and accepted excuse for 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 (c) above.
- (e) If an employee is requested to work on a holiday and **so** agrees, and then fails to report on such day, then such employee shall forfeit his holiday pay.
- (E) Saturday and/or Sundays worked shall not be required 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 fails to report on such day, then such employee shall receive no holiday pay.

Section 3. Worked Holiday

- (a) Seniority employees shall be paid at double time rates for all hours worked on the holiday in addition to holiday pay which he would receive under section 2 above if he had not worked except that, in this case, the rate paid will be the current day's rate or previous day's rate if higher.

Section 4. 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 on another work day during the year, or receive the pay to which he is eligible for the holiday. Selection of another day during the year must be made at the same time the vacation request form is submitted. The option of "selection of another day during the year" does not apply to vacations taken in the Christmas period.

ARTICLE XVI - 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
<u>Not Less Than</u>	<u>Less Than</u>	<u>Entitlement</u>
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 Years		6 Weeks

A sixth week of vacation is added after 29 years of service. This sixth week may be "banked" and taken at retirement under the Pension Plan, or the employ can elect to take the 6th week or receive applicable vacation pay in lieu of the banked week. The latter option must be exercised at year-end.

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.

In the case of employees who are paid at a higher rate than base rate for 200 days or more in the preceding calendar year, their vacation pay for each week of vacation entitlement shall be figured on the basis of 2% of their earnings for the preceding calendar year, or 40 hours times the job rate at which they were paid during the greatest part of the 200-day period aforementioned, whichever is the 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 1000 hours in the current 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 28 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. Skilled Trades will be notified by May 1st if they will be required to work during the plant shutdown.

Vacation requests which are submitted after April 15 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.

Section 6. Any employee who has three (3) weeks or more vacation, at his option, will be allowed to take one (1) week only, a day at a time. The employee will give the Company five (5) working days notice when they make their selection.

ARTICLE XVII - OUTSIDE CONTRACTING

Section 1. The Company agrees that no work, presently being done by employees in the bargaining unit, shall be let to outside Contractors, so long as regular employees are not fully employed and are available for work. The application of this clause to apply also where overtime, statutory holiday and weekend work is involved.

ARTICLE XVIII - WORK BY SUPERVISORS

Section 1. Supervisory employees shall not be permitted to perform work on an hourly-rated job except in the following types of situations:

- (1) Where casual performance expedites production.
- (2) Or, in the instruction or training of employees.

ARTICLE XIX - BULLETIN BOARDS

The Company will provide for the use of the Union, bulletin boards in the plant of the Company, to be prepared and located by agreement between local management and local factory committee. It is agreed that the use by the Union of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received the prior approval of the Personnel Manager 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, educational 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 plant, 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 XX - HEALTH & SAFETY

Section 1. The Company will maintain adequate sanitary arrangements throughout the Factory, provide proper safety devices and give attention to the elimination of any condition of employment which is a hazard to the safety or health of its employees. Two representatives of the Union will be appointed members of the Plant Safety Committee to be involved in the activities of that Committee including Plant Safety Tours, which will take place at a minimum of once every month. Union members of the Safety Committee will be compensated for time spent during their regular working hours at their regular rate of pay.

Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing will be furnished by the Company provided it is not of the type normally purchased by employees for their jobs.

The Company reserves the right to formulate and publish from time to time, rules and regulations to ensure the safety and health of its employees and the terms and conditions upon which special equipment or clothing is issued to employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement and will be reviewed with the Safety Committee.

If an employee alleges that any machine, tool or die which he is operating is not in safe working order and he is not able to resolve the matter with his Superior, then the matter will immediately be referred to the Factory Safety Committee for investigation and resolution.

The Company agrees to provide the Union with a copy of all Workers' Compensation Board Form 7's (Employer Report of Accidental Injury or Industrial Disease) at the time it is mailed to the board.

ARTICLE XXI - DISCIPLINE

Section 1. Disciplinary notices will be removed from an employee's record if he established a clear record for one (1) year. Wherever possible, the Chairman or a Committee person will be present for suspensions. In the case of discharge, the Chairman or a Committee person will be present when the employee is notified.

ARTICLE XXII - HEALTH AND WELFARE

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.

- (a) The Life Insurance and AD&D insurance will be Twenty-five Thousand Dollars (\$25,000).

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 continue as outlined in the Plan effective January 31, 1995.

- (c) Dental coverage will be outlined under the Plan introduced effective February 1, 1991. 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) Weekly Indemnity Insurance at the level of 66-2/3% of straight time weekly wages (including COLA). Such benefits will commence on the first day in the event of hospitalization or accident and the fourth day in the case of disability for other non work related illnesses or injuries. The maximum benefit period shall be fifty-two (52) weeks waiting period inclusive.

(e) Employer Health Tax.

(f) Optional employee paid Voluntary Life Insurance and Accidental Death and Dismemberment Insurance.

Section 2. When an employee is absent due to illness or injury the Company shall continue normal premium payments and coverages for the weekly indemnity, E.H.T., life, health, and dental coverages for the month in which the absence commences and for up to eleven (11) months thereafter provided the employee remains totally disabled.

Section 3. In the case of employees affected by layoff the Company will continue regular premium payments and coverage for E.H.T., life, health and dental benefits for the balance of the calendar month in which the layoff occurs and for three (3) months thereafter.

Section 4. The plans 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. If such period of layoff is greater than that for which the Company pays the cost of their insurance coverage as set forth in Section 3 of this Article.
- (b) Employees on authorized leave of absence.
- (c) Employees on strike not more than six months.

The Company agrees to allow employees, who are eligible under this section to receive benefit at their own expense, to make payment for the benefits through the Company.

Section 5. Questions regarding the terms of any contract issued by a carrier or with respect to benefits thereunder and questions regarding the interpretation and application to the rules and regulations referred to in and established pursuant to Section 1, sub-paragraphs (a) and (b) 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 benefit 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.

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 any 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 6. 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 dependents.

ARTICLE XXIII - TRANSFER OR DISCONTINUANCE 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 a preferential hiring list. The Company agrees that the employees on this list will be offered available hourly jobs at other NESTLE CANADA INC. owned or leased factory location 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 qualification 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 pension.

In the case of pension transferring employees 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 re-commence 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 months after the date of transfer.

ARTICLE XXIV - SKILLED TRADES

Section 1. The conditions governing recognition, representation and other working conditions applicable to the skilled trades shall apply to all employees in Classification #1 in the job rate schedule.

Section 2. The term "journeyman" as used in this Article shall mean any person who:

- (a) Is presently working within the trade classification in the factory in a skilled trades occupation, or
- (b) Shall have served a bona fide apprenticeship and have a certificate to substantiate his claim of such apprentice service or,
- (c) Has had eight (8) years of practical experience in a skilled trades classification in which he claims journeyman's designation and can prove same or has a recognized U.A.W. Journeyman's Card. Such proof will also be provided to the Union Skilled Trades Representative.

Section 3. Whenever the skilled trades occupations are required to increase their force, and journeymen are not available, a changeover employee agreement may be negotiated. Such agreement shall fully protect the equity of the skilled journeyman, and provide that the changeover employee shall not accumulate seniority or permanent status in the skilled department but shall accumulate seniority in his production department.

Section 4. Any reduction in force in the skilled trades shall take place in order of seniority in the following manner:

- 1st Any changeover or supplemental employee who may have been newly hired.
- 2nd Any changeover or supplemental employee who may have transferred on a temporary basis from production.
- 3rd Probationary journeyman in affected classification.
- 4th Apprentices in affected classification.
- 5th Journeyman in affected classification.

Whenever regular employees of skilled trades as listed above in Section #1 whether journeyman or apprentices are permanently reduced in force they will be allowed to exercise their seniority in the production group. Journeyman will retain his skilled trades rate while so employed. In the event that he is recalled to his skilled trades classification he must accept such recall or forfeit any recall right in the future to skilled trades and revert to the rate of the production job which he has. If temporarily reduced in force, they will be allowed to exercise their seniority over seasonal or temporary employees only.

Employees in the production group shall not exercise their seniority in any skilled trades classification as listed in Section #1.

Section 5.

- (a) In the event a skilled trades classification is discontinued or eliminated affected employees will be allowed to exercise their total seniority in any skilled trades classification for which he has the necessary related ability by displacing the junior employee or failing to exercise his total seniority in the production group. This shall in no way apply to layoff.
- (b) Should a skilled trades employee with valid reason become unable to continue to work at his trade he shall be allowed to exercise his total seniority in the production group and forfeit his rights within the skilled trades.

Section 6. Promotions or transfers to higher paid jobs within a skilled trade shall be based on the qualifications necessary as a journeyman for such jobs. When these factors are equal, the employee with the greatest seniority will be given the preference. When the Company deems it necessary to appoint a Group Leader or Leaders within the skilled trades it shall be done on the same basis and with the same qualifications as a Production Group Leader as covered in Article XIV, Section 1 of this Agreement.

Section 7.

- (a) A Group Leader of skilled trades employees shall be defined as one who is a skilled trades journeyman who, while engaged in his regular skilled trades occupation leads or processes the work of the other skilled tradesmen of his particular trade, regardless of the shift he is on. There shall be only one Group Leader per trade classification. A Group Leader shall be paid \$1.20 above his regular rate.
- (b) Group Leaders under this section shall be appointed on the same basis and with the same qualification requirements as a Production Group Leader as covered in Article XIV, Section 1 of this Agreement.
- (c) A \$0.50 cent lead-hand or self-supervision rate will be paid to a journeyman who is in charge of a trade classification on a scheduled production shift which is not the regular scheduled shift of the Group Leader of the trade. A lead-hand will be appointed by seniority unless otherwise agreed.

Section 8. The Company agrees to provide a theft and loss by fire insurance policy to cover recognized tools of the trade for skilled trades employees up to a maximum of \$3,000.00 with a \$10,00 deductible provision. The Company agrees to purchase and maintain necessary metric tools as required for general trade use. The Company agrees to purchase and maintain necessary basic tools for changeover employees after a tool crib is set-up.

Section 9. All work performed in the skilled trades shall be done by employees who are covered by classification and rate as outlined in Article XXIV.

Section 10. Where overtime work is required, the same general procedures apply as covered in Article XI, Section 2. Overtime is to be divided equally among the employees in the classifications required to work. The Company will supply a list of employees working to the Steward of the department for all employees to see. Refusal to work shall be credited as overtime worked.

Section 11. Company will extend advanced training to cover technological changes that have taken place within the skilled trades. The Company will pay full costs of tuition of programs deemed necessary by the Company to enhance the knowledge of skilled workers.

Section 12. In cases where skilled trades employees are required and authorized to work during a rest or lunch period, the employees are to receive the lost portion of the rest or lunch period at the earliest possible time with pay at regular overtime rates.

Section 13. Company agrees rates specified in the skilled trades are minimum rates and the Company shall have the right to grant, on employee request, an increase over the rate stated in the schedule of wages. The Union shall be notified of any such increase.

Section 14. The Company will, upon proper written authorization by the employee, deduct from the earnings of all skilled trades employees, the sum of 50% of one hour's pay at base rate plus current C.O.L.A. per year in the month of January, such deduction to be considered as a membership fee in the area skilled trades council and such deduction to be forwarded to the Financial Secretary of the Union.

Section 15. Nothing in this Article XXIV shall be construed so as to deprive any employee of skilled trades of any rights, privileges -- such as insurance, pensions, holiday and vacation pay etc., that are covered in the body of the general Agreement.

Section 16. The Company and Union agree that there shall be in effect a U.A.W. apprenticeship program for training in the skilled trades area leading to Classification 1, Skilled Trades position. Such U.A.W. apprenticeship program, as amended in 1970, shall be in effect with the exception of those sections relating to payments of books and supplies and tool allowances except as provided under company policy and apprentice ratios for reductions in force. Any further changes to the 1970 program must be approved by the Company.

Further to the above, the Company and Union agree to the following provisions:

- (a) Application for apprenticeship will be received by the Personnel Department of the Company from applicants considering themselves eligible under this program of training, and after consideration and investigation by the Personnel Department, these applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval. First opportunity to submit applications will be given to present employees.
- (b) To be eligible for apprenticeship, the applicant must have Grade 10 education or 14 secondary school credits and be at least 18 years of age. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.
- (c) Apprenticeship applicants who are selected, may be allowed credit for applicable work experience, after their record has been checked and evaluated by the Joint Apprenticeship Committee.
- (d) The Joint Apprenticeship Committee shall have the authority to discipline an apprentice and to cancel his training program at any time for cause such as:
 - 1) Inability to learn.
 - 2) Unreliability.
 - 3) Unsatisfactory work.
 - 4) Lack of interest in his work or education.
 - 5) Improper conduct.
- (e) The full term of the apprenticeship shall be 4 years from the time of being accepted as an apprentice and the rate increases ordinarily granted during this period shall be as outlined in Job Rate Schedule.

At the end of the training period, providing that the apprentice can satisfactorily perform the journeyman's duties in the classification in which he has been trained, the apprentice will receive the full journeyman's rate. Apprentices who are given credit for previous experience shall be paid the wage rate for the period to which such credit advances him.

- (f) In connection with this training program, a Joint Apprenticeship Committee shall be formed. This committee shall be composed of 2 representatives of the Union, who shall be journeymen skilled tradesmen, and 2 representatives of the Company. The committee shall elect a chairman and a secretary, one of whom shall be a Company representative and the other a Union representative. The committee shall meet as required to fulfill such duties as hereinbefore mentioned and without limiting the foregoing, such duties shall consist of:

- (1) Seeing that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept, as well as the benefits he will receive. This will allow the committee to designate whom they choose as interviewers, not necessarily committee members.
- (2) Accepting or rejecting applicants for apprenticeship after preliminary examination by the Personnel Dept. of the Company. In this responsibility they shall carefully consider eligibility requirements, previous training or experience, and the necessary related ability.
- (3) Hearing and deciding on all questions involving apprentices which relate to their apprenticeship.
- (4) Determining whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his progress.
- (5) Offering constructive suggestions for the improvement of training on the job.
- (6) In general, being responsible for the successful operation of the apprenticeship standards in the plant and successful completion of the apprenticeship by the apprentice under these standards.
- (g) Apprentices shall be under the immediate and general direction of a designated management representative. If the foreman finds that an apprentice shows a lack of interest or does not have the ability to become a competent journeyman, he shall place all the facts in the case before the committee for its decisions. Under these circumstances, an apprentice may be permitted to continue in a probationary status, pending satisfactory evidence of work ability prior to further progression. In any regard, when the committee cannot agree on the disposition of any case, the Company may decide, upon evidence of unsatisfactory work performance, that an applicant is unsuitable to the work at which time he may be returned to available work in the plant.

Section 17. Wherever possible and practical, the Company will give advance notice to the skilled trades Union representative and the opportunity for discussion prior to contracting out jobs within the skilled trades area, that are not otherwise prohibited by the Outside Contracting Clause.

ARTICLE XXV - STRIKES & LOCKOUTS

The Union agrees that there will be no strike and Company agrees 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 XXVI - 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 XXVII - PENSION PLAN

The parties to this Agreement have provided for a Pension Plan as part of this Agreement as if set out in full herein, subject to all provisions of this Agreement. The Company agrees to continue this Plan in effect for the duration of this Agreement, subject to approval of the Minister of National Revenue that such Plan, together with any amendments, is approved for the purposes of the Income Tax Act so that payments made thereunder by the Company are deductible for income tax purposes. The Plan contains specific procedures for the settlement of problems and disputes and it is therefore the intent of the parties that all disputes be handled in accordance with and confined to the procedures established in the Plan.

The parties further recognize that such Plan is subject to amendment as provided therein.

ARTICLE XXVIII - 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' pay per year of seniority
Employees with 10 years seniority but less than 15 years seniority	1.5 weeks' pay per year of seniority
Employees with 15 years seniority but less than 25 years seniority	1.75 weeks' pay per year of seniority
Employees with 25 years or more 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 (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 any 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.

DEFINITION

The masculine pronoun wherever used herein shall include the feminine pronoun, and the singular shall include the plural, unless a different meaning is plainly required by the context.

FOR THE Union

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

M. Van Damme

D. Lambert

E. Barnier

T. Lefebvre

D. Caryn Int. Rep. Local 251

FOR THE COMPANY

NESTLÉ CANADA INC.

S. Hitchcock

M.B. Griffith

K. Gernhaelder

J. Jacobs

APPENDIX "A"

SCHEDULE OF CLASSIFICATION OF JOB RATES

	Feb.1/95	Feb.1/96+	Feb.1/97+	Feb.1/98+
CLASSIFICATION #1 (SKILLED TRADES) Electrician Millwright - Mechanic (Plant, Closing Machine, Case & Label)	18.62	18.72	18.82	18.92
CLASSIFICATION #2 Oiler Maintenance Warehouse/Receiver* Stores Clerk (1)	16.38	16.48	16.58	16.68
CLASSIFICATION #3 Utility Sauce Cooks "A"*	16.22	6.32	16.42	16.52
CLASSIFICATION #4 Maintenance Systems Clerk Utility Driver* Ingredient Preparation Raw Material Staging*(1) Sterilmatic & Retort Operator* Relief Operator - Sterilmatic and Retort Product Receiver Spray Irrigation Operator Spaghetti Press Operator Pasta Filler Operator Flour Mix Stores Clerk Helper (1) Seam Inspector* Ravioli/Meatball Operator	16.10	6.20	16.30	16.40
CLASSIFICATION #5 Lift Truck Operator Sanitation (1) Empty Can Supply Q.A. Technician "A" (1) Q.A. Technician "B" (1)	15.89	15.99	16.09	16.19

	<u>Feb.1/95</u>	<u>Feb.1/96+</u>	<u>Feb.1/97+</u>	<u>Feb.1/98+</u>
CLASSIFICATION #5 (cont'd)	15.89	15.99	16.09	16.19
Reconditioning Inspector				
Lid Supply				
Glass Line Supply				
Fill & Close Operator				
Label Operator				
Buss6 Unload Operator				
Janitor				
Factory Janitor				
Kister Supply Person				
Buss6 Load Operator (Automatic)				
Pallet Tag Clerk/Palletizer Operator				
Empty Can Depalletizer				
CLASSIFICATION #6	15.65	15.75	15.85	15.95
Production Worker				
CLASSIFICATION #7	7.45	7.45	7.45	7.45
Probationary Rate				

*Retained Rate
(1) Preferred Seniority
+Up to a maximum of **\$.10**

New seniority employees, other than skilled trades, will be paid the previous year's job rate for their first year or (1,000 hours) of employment.

SKILLED TRADES PROGRESSION

	<u>Feb.1/95</u>	<u>Feb.1/96+</u>	<u>Feb.1/97+</u>	<u>Feb.1/98+</u>
0 - ¼ year	15.65	15.75	15.85	15.95
¼ year - 1 year	16.07	16.17	16.27	16.37
1 year - 1½ years	16.49	16.59	16.69	16.79
1½ years - 2 years	16.91	17.01	17.11	17.21
2 years - 2½ years	17.33	17.43	17.53	17.63
2½ years - 3 years	17.76	17.86	17.96	18.06
3 years - 3½ years	18.19	18.29	18.39	18.49
3½ years - 4 years	18.62	18.72	18.82	18.92

+Up to a maximum of **\$.10**

RE: ALLOWANCES

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated December 8, 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.

NOTE: (1) Employees posted to the sanitation position will be provided with one pair of rubber safety boots per year.

(2) Effective February 1, 1995, employees may carry forward their shoe allowance for twenty-four (24) consecutive months.
- (2) A tool allowance of \$165.00 payable in November each contract year of the Collective Agreement to seniority Skilled Trades employees. The amount of the allowance will be increased to \$175 effective February 1, 1996.
- (3) Provision for head covering for all seniority, specifically three hats and 16 hairnets during each contract year. (To be reviewed with introduction of factory clothing program.)
- (4) Hearing protection will be provided by the Company. One free replacement will also be provided. All other free replacements will be made upon return of the damaged or used hearing protection device.
- (5) A meal allowance of \$6.00 per day will be given to any seniority employee who works 10 hours or more per day.
- (6) The Company will purchase six (6) jackets for the skilled trades to be kept in the Maintenance Shop.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Danne
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: SKILLED TRADES - REDUCTION IN FORCE

In conjunction with, and further to a Memorandum of Agreement between the Company and the U.A.W., Local #251, dated February 16, 1985 the Company and Union agree that, in the event of either a temporary or permanent reduction in force within a skilled trades classification, the reduction will be made in accordance with overall plant seniority by trade. It is understood that for the purpose of "reduction in force" there are only two trades - Millwrights and Electricians.

It is further understood that during a temporary reduction in force the Company will transfer journeymen from one job to another, within the millwright trade, regardless of posting or seniority in order to ensure the efficient operation of the factory. For the purpose of this understanding, the millwright trade is: Plant Mechanic, Closing Machine Mechanic, Case and Label Mechanic.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: OVERTIME ASSIGNMENT - SKILLED TRADES

In conjunction with, and further to a memorandum of Agreement between the Company and the U.A.W., Local #251, dated December 24, 1990 and revised December 8, 1994, the Company and Union agree to the following understandings relative to assignment of overtime for skilled trades.

In order to ensure overtime be divided equally among employees in the trade required to work, Overtime Records are maintained under the trades as listed in classification #1.

When "week-end" overtime occurs, the overtime is to be offered first within the trade based on the employees with the lowest recorded overtime.

Overtime records used are based on a continuous running total. The records used will be from the previous week for scheduling overtime.

When sufficient volunteers cannot be obtained in the trade, and provided that at least one volunteer is from the trade in which the work is being performed, the company will proceed to ask the next lowest recorded overtime employee plant-wide who has a journeyman's certificate in the trade in which the work is to be performed.

It is understood that before going out of a trade at least one employee out of the trade in which the overtime is being performed will be required to work. If this cannot be achieved on a voluntary basis using the procedure outlined above the Company will use a reverse seniority procedure in the trade to determine who will be required to take the assignment.

Any employee entering a skilled trades classification shall be credited with the average overtime for that trade on the date in which he enters.

Maintenance lead hands will be scheduled to work 8 a.m. to 4 p.m., wherever practicable for operational purposes.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

**M. Van Damme
FOR THE UNION**

**K. Gernhaelder
FOR THE COMPANY**

RE: COMPANY SICK PAY

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated February 16, 1985 the following understandings relative to company sick pay were reached.

SICK PAY - SUSPENSION SENIORITY LIST

An employee laid off as a result of the company exercising a suspension of the seniority list as provided in Article VIII. Layoff and Recall Section 1, Paragraph 2 will not be disqualified for any company sick pay benefits that he would have been eligible for had this provision not be exercised.

SICK PAY - VACATION

Should an employee become ill while on scheduled vacation concurrent with layoff he will be eligible for company sick pay for the period of the scheduled vacation only provided that

- (a) The vacation time was scheduled by April 15th of the current year or two months prior to layoff.
- (b) The vacation period referred to above commenced within 20 working days of the employee's layoff date.
- (c) The illness was for at least one (1) full vacation week in duration.

The purpose of this provision is for sick pay eligibility and will not be used to extend or include any other provision of the current collective agreement.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: COUNSELLING PROGRAM

Further to a Memorandum of Agreement between the Company and the U.A.W., Local #251, dated February 16, 1985 the Company agrees to extend, for the duration of the agreement, commencing February 1, 1995, the existing counselling program for safety and attendance related disciplinary matters.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: PAID EDUCATION LEAVE

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated February 16, 1985 and revised December 8, 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 and its Local 251, 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 15 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 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: UNION OFFICE

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated February 16, 1985 the Company agrees to continue to make available an office for Union purposes, subject to the use of the office not being abused, i.e., used by designated Union representatives for normal and bona fide Union purposes.

It is also understood that before leaving regular work to take up necessary duties on behalf of the Union in the Union office, the committee member must notify his supervisor of his intentions.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

**M. Van Damme
FOR THE UNION**

**K. Gernhaelder
FOR THE COMPANY**

RE: NEW PRODUCT LAUNCH

In conjunction with, and further to a Memorandum of Agreement between the Company and the U.A.W., Local #251, dated December 24, 1990 the parties discussed the shift from seasonal to non-seasonal manufacturing operations which has occurred at the factory since 1985.

As a result of this shift in manufacturing operations some provisions in the expiring collective agreement are no longer relevant or alternatively require change to reflect the current activities.

As a result, during the life of the agreement dated February 1, 1991, the parties hereby agree as follows:

1. The parties recognize the importance of new products to the future of the factory. To assist with new product trials and launches, the normal provisions of the agreement are hereby amended as follows:
 - (a) The standard 8 hour guarantee at section 1(b) of Article XII will be reduced to six hours.
 - (b) The Company shall not be required to pay overtime to employees involved with product trials or launches except that time and one half shall be paid for all hours in excess of nine hours per day (excluding the 45th hour of the week) Monday through Friday.

For the purpose of this part "new product trial" is defined as experimentation with products not previously produced at the Wallaceburg factory and the resulting production is not intended for commercial sale.

A "new product launch" is defined as the period required to establish the initial system inventory ("pipeline") for a new product but in any event no longer than three months' production. This does not apply in the case of reformulations of existing products.

The ninth hour overtime exemption will not be in effect where existing products are also scheduled for nine hour shifts on the same day.

2. That any seasonal job classification removed will be reinserted into the Collective Agreement if the Company reverts to seasonal product processing.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: HEAVY AND LIGHT PRODUCTION

Further to a Memorandum of Agreement between the Company and U.A.W., Local #251, dated February 20, 1987 and revised December 8, 1994, the following understanding is extended for the duration of the agreement expiring January 31, 1999 relative to layoff as it pertains to "ability and willingness" under Article VIII - Layoff and Recall.

Ability and willingness for non skilled trades positions relates specifically to "Heavy and Light Production". All non skilled jobs have been reviewed and deemed either light or heavy production as per the attached list.

All employees will remain in their existing category of Heavy or Light Production, but will have the additional option to choose both. Once a decision has been made this option becomes binding. Employees may withdraw from the "both option" at any time, however, they will only be allowed to elect the "both option" once every 12 months. This in no way restricts or limits employees' posting rights as provided in the Collective Agreement.

It is understood Production Worker Heavy Production, and Production Worker Light Production, are made up of a multitude of sub **jobs**; therefore, it will be required that any employee electing the "both option" must be "willing and able" to do any and all of these sub jobs.

In the event of a lack of work in an employee's posted job (Heavy or Light) they will be assigned by seniority, to jobs which are consistent with their designation of either Heavy, Light, or both.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

GENERAL LABOUR

Heavy Production (Sub Jobs)	Light Production (Sub Jobs)
Palletizing	Inspection of Product
Basket Pusher	Pork Dropper
Pork Cutter	Glass Inspection
Fill & Close Supply	Neck Band Applicator
Tend Glass Line	Case Packing
Dump Product	Glass Dumper
Dump Beans	
Mechanic Helper	
Yard Cleanup	
Farm Work	
General Plant Cleanup	
Hand Loading Trucks	
Meat Shoveller	

POSTED

Heavy Production	Light Production
Utility Driver	Warehouseperson/Receiver
Utility Cook	Stores Clerk & Helper
Sterilmatic & Retort Operator	Q.C. Technician "A"
Relief Oper. Sterilmatic & Retort	Reconditioning Inspector
Product Receiver	Empty Can Depalletizer
Lift Truck Operator	Q.C. Technician "B"
Pasta Filler Operator	Janitor (Light)
Spaghetti Press Operator	Pallet Tag Clerk/Palletizer Operator
Flour Mix	Label Operator
Seam Inspector	Fill & Close Operator
Empty Can Supply	
Sanitation Worker	
Buss & Unload/Load Operator	
Janitor (Heavy) (Factory)	
Supply Man	
Spray Irrigation Operator	
Ingredient Staging	
Lid Supply	
Glass Line Supply	
Ravioli/Meatball Operator	
Ingredient Prep. (Grinding Meat, Clams, etc.)	
Kister Supply Person	

RE: SICKNESS AND ACCIDENT COMMITTEE

Further to a Memorandum of Agreement between the Company and the U.A.W., Local #251 dated February 16, 1985 the parties have agreed to the formation, on a trial basis, of a Sickness and Accident Committee for the duration of the Collective Agreement dated February 1, 1995.

The Committee will be comprised of four members; two representing the Company and two representing the Union. Meetings will be scheduled as required to ensure effective communication of Sickness and Accident Policy and deal with outstanding issues relative to the Sickness and Accident program.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: TRAINING

Further to a Memorandum of Agreement between the Company and the U.A.W., Local #251 dated December 24, 1990 and revised December 8, 1994, the Company and Union have reached the following understanding relative to training.

Employees who are required to spend time in training at the direction of the Company will have preferred seniority for the training period only. It is further understood that such training will be job related and voluntary with pay at the employee's job rate plus C.O.L.A.

Prior to the above training, the attendance list will be reviewed with the Union.

This understanding will be for the duration of the Collective Agreement expiring January 31, 1999.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: BANKED VACATIONS

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated December 24, 1990 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 7TH DAY OF SEPTEMBER, 1995.

M. Van **Damme**
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: EMPLOYEE ASSISTANCE PROGRAM (E.A.P.) COMMITTEE

The parties have agreed to continue the ongoing Employee Assistance Program Committee for the duration of the Collective Agreement dated December 8, 1994.

The Committee will be comprised of three members: one (1) representing the Company, and two (2) representing the Union. Meetings will be scheduled as required.

Mandate of the Committee will be to promote and raise awareness of the E.A.P. and act **as** a resource for the employee enquiries about available services.

It is also understood by both parties that the Company shall supply transportation or assist in an individual's expenses, with no loss of wages to a maximum of eight (8) straight time hours, if such individual must assist a Nestle employee or Nestle retiree (For example, drive an employee to Brentwood, etc.).

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
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. The parties further recognize it is imperative to have employees' cooperation and participation in complying with the medical testing program where and when required. Based on these understandings the parties have agreed to the following practices for the duration of the collective agreement commencing February 1, 1995.

Operational requirements may require testing to be scheduled 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 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: RECLASSIFICATION: OILER OPERATOR

Further to a Memorandum of Agreement between the Company and U.A.W., Local #251 dated December 24, 1990 and revised December 8, 1994, the parties have agreed to the following treatment of the incumbent stemming from reclassification of the Oiler Operator position.

1. The current incumbent in the Oiler position (M. Persyn) will receive \$0.15 above the posted rate. This premium will be paid until such time when he has posted out of the position. Should he elect to re-post for the position, the posted rate will apply.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: RETIREES WORKING

In conjunction with, and further to a Memorandum of Agreement between this Company and the U.A.W., Local #251, dated February 16, 1985, it is mutually agreed, and this letter will serve to confirm that any retiree from this Bargaining Unit who returns to work on either a seasonal or part-time basis will be paid the applicable seniority base rate or job rate for the work performed, whichever is greater.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: TESTS FOR APPRENTICESHIP PROGRAMS

Effective December 8, 1994, employees who apply for the skilled trades apprenticeship program must be tested by a third party (eg. St. Clair College). Those applicants that pass the minimum acceptable level will then be considered for the program.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: OVERTIME PAYMENT MEETINGS/TRAINING

Effective December 8, 1994, below are the guidelines to be 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 (8) hours at straight time. Travelling time is not compensated.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Dame
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: ADVERTISEMENTS

Effective December 8, 1994, all advertisements will be subject to the selection process under Article XIV - Section 1, Production Group Leaders.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Danne
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: SANITATION (FLEXIBLE WORK WEEK)

When a flexible work week is implemented, the Company and Union will review and determine if there is a loss of wages to the posted Sanitation employees as a result of the implementation. If there is a loss, the Company and Union will mutually agree on a course of action.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

RE: FLEXIBLE WORK WEEK

Further to Article XI, Section 4 within the implementation of the flexible work week, the Company and Union agree to the following:

1. The Company will only implement the flexible work week after full evaluation has been completed and all other options have been exhausted to meet the time and volume criteria.
2. Before the implementation of the flexible work week the Company will advise the Union three (3) weeks in advance wherever practicable.
3. The shifts will be the normal eight (8) hours as per Article XI, Section 1(c).
4. The Company will review the shift pattern proposals and will submit them to the Union for their review. The Union will inform the Company of the preferred shift pattern.
5. The Company will increase the number of employees in the current job postings as required immediately.
6. Seniority employees required or choose to work on a flexible work week shall receive a once-only payment of \$500 subject to normal deductions paid by separate cheque within two (2) weeks of the implementation for the life of the contract. The payment shall not be paid to any employee who joins the Company after February 1, 1995.
7. The Company agrees that the implementation of a flexible work week will not result in any reduction of normal production requirements in the remaining quarters of the budget year, subject to the grievance procedure. The 1995 trigger schedule is attached. Future trigger schedules will be agreed to annually.

DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Damme
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 earning conditional upon the Company achieving its net profit (excluding extraordinary items) target for that year.
- (f) Eligible earnings shall be defined as the weighted average 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, DATED AT WALLACEBURG, ONTARIO THIS 7TH DAY OF SEPTEMBER, 1995.

M. Van Darme
FOR THE UNION

K. Gernhaelder
FOR THE COMPANY

HEALTH & SAFETY RULES

Health and safety rules are for the protection of all employees. They are printed here to reinforce to all employees their importance and as a reminder compliance is mandatory. To ensure the health and safety of everyone, and in compliance with the Occupational Health and Safety Act all rules will be enforced by the Company.

1. Every employee shall use or wear the equipment, protective devices and/or clothing that his/her employer require to be used or worn.
2. Every employee shall wear a proper head covering to adequately confine the hair.
3. Every employee shall wear proper footwear to adequately protect the feet from injury and prevent accidents. Slippers, running shoes, high-heeled, or opened-toed shoes are not allowed.
4. No employee shall wear rings, jewellery, or any loose or dangling clothing.
5. No employee shall remove or make ineffective any protective device or equipment, without providing an adequate temporary device and when the need for removing or making ineffective the protective device has ceased, the protective device shall be replaced immediately.
6. An employee must carry out the orders of his/her supervisor, unless he/she feels the work may be hazardous to themselves or to another employee(s) (see Wallaceburg Health & Safety Manual for the procedure to follow).
7. Report to his/her Supervisor the absence or defect in any equipment or protective device of which he/she is aware and which may endanger themselves or another employee(s).
8. No employee shall engage in any prank, contest, feat of strength, horseplay, rough or boisterous conduct, or unnecessary running while on Company premises.
9. No employee whose faculties are impaired by alcohol or a drug or who has such in his possession shall enter or remain on Company premises.
10. No employee shall clean, oil, adjust, repair or perform maintenance work on any machinery or equipment while it, or any part of it, is in motion or operating, except where this is not practicable.

11. No employee shall use, operate or handle any equipment, machine, device or thing or work in a manner that may endanger him/herself or any other employee(s) and which he is not qualified or authorized to use, operate or handle.
12. Every employee shall report immediately any accident, injury, disease, or condition detrimental to health. Such report shall be made to the First Aid Department where possible, or else to a Foreman or Supervisor. Report to his/her Supervisor any contravention of the Occupational Health and Safety or the regulations and/or the existence of any hazard of which they are aware of.
13. No employee shall smoke except in Company authorized areas.

HELP **MAKE** OUR FACTORY **A** SAFE PLACE TO WORK



Government of Canada

Gouvernement du Canada

December 10, 2001

File: 1001502

Nestle Canada Inc.
25 Sheppard Avenue West
North York
Ont.
M2N 6S8

Nestle Canada Inc. (Canning Factory)
Wallaceburg, Ont.
International Union, United Automobile, Aerospace & Agricultural Implement Workers of America
Local 251
(plant and maintenance employees)

Terminating: January 31, 1999

Workplace Information Directorate has a library of collective agreements that fall within federal and provincial jurisdictions. This library is an invaluable source of reference in industrial relations. We also offer this reference service based on new technologies (Internet). With regards to your organization, the collective agreement above corresponds to the most recent according to our files.

It would be greatly appreciated if you could send us a copy of any collective agreements or modifications that have occurred since this time (preferably on diskette or by e-mail to the following address: 'wid-dimt-lib@hrdc-drhc.gc.ca') as well as any related documents (such as retirement or medical insurance plans) to which the agreement refers.

In its Federal Plan for Gender Equality (1995), the government of Canada committed itself "to ensuring that all future legislation and policies include, where appropriate, an analysis of the potential for different impacts on women and men." In accordance, we are requesting to the extent possible, a gender breakdown of the employees covered.

Your co-operation will help the Workplace Information Directorate maintain its services in the collective bargaining field.

Yours sincerely,
Lynn Picard

Collection of Agreements Unit
Telephone: 1-800-567-6866 or (819)997-0252

*FACTORY CLOSED
- 1997
Picard*

File: 1001502

Please complete this part and forward with copy of collective agreement to:
Workplace Information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec
K1A 0J2

Number of employees covered by the agreement.

Males Females