

SOURCE	COMPANY		
EFF.	91	03	01
TERM.	04	12	31
No. OF EMPLOYEES	7		
NOMBRE D'EMPLOYÉS	<i>ll</i>		

**AGREEMENT**

**BETWEEN**

**NESTLÉ ENTERPRISES LIMITED**

**WALLACEBURG FACTORY**

**WALLACEBURG. ONTARIO**

**AND**

**THE CANADIAN UNION OF OPERATING ENGINEERS**

**AND GENERAL WORKERS**

**LOCAL #100**

072 1994

100/601

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**AGREEMENT**

This Collective Bargaining Agreement entered into this 1st day of  
March 1991  
BETWEEN :

**Nestlé Enterprises Limited**  
Wallaceburg Factory  
Wallaceburg, Ontario

(hereinafter referred to as the "Company")

and

**THE CANADIAN UNION OF OPERATING ENGINEERS & GENERAL WORKERS  
THROUGH LOCAL #100**

(hereinafter referred to as the "union").

WITNESSETH THAT -

WHEREAS this Agreement has been formulated for the purpose of  
promoting and maintaining industrial stability and harmony  
respecting the terms and conditions of employment;

Now, therefore it is mutually agreed as follows:

CLAUSE I - RECOGNITION

Section 1.

The Company recognizes the Union as the sole collective bargaining agency for the employees employed under this agreement as stationary engineers and pipefitters of Nestle Enterprises Limited, Wallaceburg Factory, Wallaceburg, Ontario employed in the operation of power, heating and refrigeration equipment, and those primarily engaged in the maintenance of such equipment save and except the Chief Engineer.

Section 2.

The parties agree that there shall be set up a check off compulsory upon all employees, except probationary employees and employees not eligible for Union membership, who come within the unit to which the agreement applies. It shall continue during the period of the agreement. The amount to be deducted shall be such sums as authorized by the local Union for general union purposes. Check off shall be made on the second payday of each month and between the end of each calendar month and the 10th of the following month the Company shall remit by cheque the total of the deductions to the Local. It shall be a condition of employment that new employees covered by this agreement shall become members of the Union within 30 days after hiring.

- A.) The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the local.
- B.) This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of his continuance in or entrance into the Company's service.
- C.) Any employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and bylaws of the Union.
- D.) Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any condition or provision of this section shall be matter for the grievance procedure and shall be submitted direct to the umpire.
- E.) The Company, the Union and the Local shall do all such acts and things as may be requisite or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

CLAUSE II - HOURS OF WORK

Section 1.

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 Section 2.

- A.) All hours worked in excess of eight in any work day, 7 a.m. to 7 a.m.
- B.) All hours worked on Saturday.
- C.) All hours worked on scheduled off days that fall Monday through Friday.

Section 2.

The hours set forth below shall be paid for at no more than double the regular rate.

- A.) All hours worked on Sunday.
- B.) All hours worked in excess of 12 hours in any day, Monday through Friday.
- C.) All hours worked in excess of eight hours on a Saturday.

Section 3.

There shall be NO pyramiding in the application of Sections 1 and 2 of this Clause and Section 3 of Clause IV.

Section '4.

- A.) The Company agrees that when an employee is called in for emergency work after he has completed his normal scheduled hours, or before the start of his shift, he shall be guaranteed a minimum of four hours' pay at overtime rates. His time shall commence when he reports for work on the Company's premises.
- B.) If called to work, but not provided with work, four hours' pay shall be allowed.

Section 5.

- A.) 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 volunteers cannot be obtained, the Company will use a reverse seniority procedure to determine those employees who will be required to take the assignment.
- B.) Regardless of Section 5(A) above, it is further understood and agreed that, when employees are on a five day Monday through Friday work schedule, all maintenance work on Sunday work days will be voluntary, provided the employee indicates to the Company his desire not to work by Wednesday preceding the requested Sunday workday.
- C.) Insofar as practical and possible, and through application of rules uniformly applied, overtime will be evenly distributed among those employees who normally perform the work to be done, provided they are able to satisfactorily perform such work; provided also in the event an employee voluntarily misses his turn at such overtime he shall be considered as having worked his turn insofar as distribution of overtime is concerned. All overtime hours will be recorded as paid hours, and notices pertaining hereto shall be posted monthly.

Section 6

The first shift shall receive a premium of fifty cents (\$.50) per hour and the third shift shall receive a premium of thirty-six cents (\$.36) per hour. Effective March 1, 1992 the first shift shall receive a premium of fifty-two cents (\$.52) per hour. Effective March 1, 1993 the first shift shall receive a premium of fifty-five cents (\$.55) per hour.

CLAUSE III - WORK ASSIGNMENT

Section 1.

Engineers, if not doing maintenance work shall rotate on shifts.

Section 2.

All compressors and steam and gas heaters, owned by Nestlé shall be maintained and operated by licensed engineers and pipefitters.

Section 3.

Supervisory employees shall not be permitted to perform work on any hourly rates job except in the following types of situations: (1) in emergencies, when regular employees are not available; (2) in the instruction or training of employees and (3) in the performance of necessary work when production difficulties are encountered on a job, and provided a regular employee is not displaced thereby.

CLAUSE IV - PAID HOLIDAYS

Section 1.

The Company agrees to grant the following holidays with pay to eligible seniority employee:

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

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

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 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 scheduled work day preceding and following the holiday except for bona fide illness of the employee. An employee absent through illness must have advised the Employment Department or Chief Engineer 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 lay off 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.
- D.) Employee will be excused from the requirement in (C) above in cases of reported and accepted excuse of illness, or non-compensable injury provided that he is receiving sickness payments under the Company's established sick disability policy during the period outlined in (C) above.
- E.) Work on scheduled off days shall not be required of an employee as far as qualifying for holiday pay is concerned, except that where an employee is required to work on his scheduled off days and so agrees and then fails to report on such day, then such employee shall receive no holiday pay.

### Section 3.

Worked Holiday. 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.

### 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 for 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.



Section 5.

Employees will be allowed to accumulate up to a maximum of five (5) additional days of vacation in recognition of statutory holidays worked, but not compensated for. It is further understood that these vacation days are in lieu of statutory holidays worked and must be taken in the same calendar year as observed, but must not be taken during the seasonal processing period.

CLAUSE V - WAGES

Section 1.

During the term of this Agreement, wages are to be paid as follows:

<u>Classification</u>	<u>March 1 1991</u>	<u>March 1 1992</u>	<u>March 1 1993</u>	<u>March 1 1994</u>
Second Class	\$17.98	\$18.18	\$18.43	\$18.68
Third Class	17.63	17.73	17.88	18.03
Pipefitter	17.52	17.62	17.77	17.92
Pipefitter Apprentice	15.45	15.55	15.70	15.85

Apprentice Schedule

0 - 6 months	15.45	15.55	15.70	15.85
6 months - 1 year	15.75	15.85	16.00	16.15
1 year - 1 year 6 months	16.05	16.15	16.30	16.45
1 year 6 months - 2 years	16.34	16.44	16.59	16.74
2 years - 2 years 6 months	16.63	16.73	16.88	17.03
2 years 6 months - 3 years	16.93	17.03	17.18	17.33
3 years - 3 years 6 months	17.22	17.32	17.47	17.62
3 years 6 months - 4 years	17.52	17.62	17.77	17.92

No employee will be paid less than the minimum job rate listed in the above job classifications. The Company will pay 3rd class rate to the most senior employee who is a holder of a valid 3rd class certificate as of August 4, 1977 and who is willing and able to step up to a 2nd class shift engineer's position for temporary periods. This step-up provision will be additional to any personnel assigned to a 2nd class shift engineer's position to cover deficiencies in the normal staffing.

Section 2.

Cost-of-Living Allowance: All seniority employees, effective March 1, 1991 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 March 1 1991, the December 1, 1990 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:

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

- C.) Effective with the May 1, 1988 payment the Cost-of-Living Allowance shall be based on the formula of one cent (\$.01) for each .15 change in the C.P.I. (1981 = 100).
- D.) The Cost-of-Living Allowance will be adjusted up or down if and as required for each quarterly period in accordance with the C.P.I. table to be established with the December 1990 index (1981 = 100).
- 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. 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 Clause VI.

- G.) In the event Statistics Canada does not issue the consumer price index on or before the beginning of the pay period referred to in Clause V, 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 the 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 1990 (1981 = 100).

### Section 3.

- A.) When the Company deems it necessary to appoint a Group Leader or Leaders within the bargaining unit, the Company will select and assign group leaders in accordance with their ability to perform satisfactorily all the required duties of a group leader. The Company will select a group leader from a list of applicants and the most senior will be first considered. All applicants will be interviewed and reasons for refusal given in writing to any applicant more senior than the applicant chosen. It is understood that the Company will appoint a replacement Group Leader for any reasonable term of scheduled absence, but without specific advertisement. A 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 representative exclusively, such as reprimanding or disciplining employees or deciding who should be promoted or laid off.

- B.) It is understood that group leaders do not have any preferred seniority within the bargaining unit.

- C.) When an employee has been selected and assigned by the Company to perform the duties of a Group Leader, the employee performing this function shall, during the time assigned, be paid a minimum of 75¢ per hour above the highest hourly rated employees in the group he is leading. Effective March 1, 1992 the premium becomes 80¢ per hour. Effective March 1, 1993 the premium becomes 85¢ per hour. Effective March 1, 1994 the premium becomes 90¢ per hour.
- D.) A 35¢ lead hand or self-supervision rate will be paid to a pipefitter 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. It is understood that base rates for second class engineers incorporate an allowance for self-supervision which is integral to the job requirement. Effective March 1, 1992 the lead hand or self-supervision rate will be increased to 40¢ per hour. Effective March 1, 1993 the premium is increased to 45¢ per hour. Effective March 1, 1994 the premium is increased to 50¢ per hour.

#### 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 the 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 four hours or more during a day.

#### Section 5.

There shall be a probationary period of 30 working days within a 12 month period starting from the date of first hiring for all employees hired by the Company.

When a job within the bargaining unit becomes permanently vacant, the Company will post a notice to this effect and accept applications from seniority employees for filling the vacancy, for a period of seven calendar days.

In regard to promotion or transfers to higher paid jobs, or better jobs with equal pay, or to fill vacancies as a result of postings, the Company will, insofar as reasonably practicable, give preference to employees in proportion to length of service with the Company provided the employee in question is able and willing to meet the job requirements.

Upon reduction in force, layoff shall be governed by seniority provided employees retained have the necessary ability and qualifications to perform the required work. Upon rehiring, the same principle shall prevail.

#### Section 6.

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

- A.) If the employee quits his employment.
- B.) If the employee is discharged and such discharge is not reversed by the grievance procedure.
- C.) If the employee is absent from work for five days without notifying the Company unless a satisfactory reason is given.
- D.) If the employee fails to report for work within seven days when called by the Company, unless a satisfactory reason is given.
- E.) If the employee fails to report for work within three (3) working days after the expiration of any leave granted to him. This Clause shall not apply if the employee furnishes satisfactory reasons for such failures.
- F.) If the employee with seniority up to two (2) years is laid off twenty-four (24) consecutive months. Employees with two years' seniority or more shall not lose their seniority until they have been laid off equal to the number of years worked, but not more than five (5) years.
- G.) If the employee is retired with or without a pension, at normal, voluntary or disability retirement age under the terms of the Bargaining Unit Pension Plan.

#### Section 7.

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 six months only. Should the employee return within the six month period, he will take the available work. Should they wish to reenter the Bargaining Unit after the six month period, they can do so only as new employees.

CLAUSE VI - 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.

<u>YEARS OF CONTINUOUS SERVICE</u>		<u>YEARLY VACATION ENT</u>
Not Less Than	Less Than	
1 Year	5 Years	2 Weeks
5 Years	10 Years	3 Weeks
10 Years	19 Years	4 Weeks
19 Years	29 Years	5 Weeks
29 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 employee 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 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.

Vacation requests which are submitted after April 15th will be handled on a "first come - first serve" basis and employees will be expected to submit their request a least two 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.

CLAUSE VII - UNION REPRESENTATION

The Union may elect, and the Company shall recognize, two committee men who shall be named by the Union as members of the plant negotiating committee. Such committee men shall be members of the Union with seniority status.

CLAUSE VIII - GRIEVANCE PROCEDURE

Section 1.

It is understood and agreed that all subject sated in this Agreement 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 Agreement. 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 who has a complaint may verbally present his grievance to his supervisor with or without his Union Committee Member being present (as he desires). In order to consider a grievance, it must initially be presented within five (5) working days after the employee becomes aware of its occurrence. The supervisor shall give the employee an answer within two (2) working days from the date he is made aware of the grievance.



Step 2.

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

Step 3.

If a settlement is not reached in Step 2, the grievance may be submitted to Step 3 in written form within two (2) working days from the date of the written response in Step 2 by the Union Chairman for appeal to the Manager, Personnel Services, or his designated representative 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 a National Representative of the Union. 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) working 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 a 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 alternatively, 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 Union that meetings shall be called between the designated representatives of the Company and Union Grievance Committee, with or without the National Representative and/or the Regional Director, as often as necessary for the purpose of disposing of all unsettled grievances. Such meetings shall 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) working 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 in the Grievance procedure. When a settlement is agreed upon at any time in the steps listed above, such agreement shall be final and binding but without precedence or prejudice on both parties.

In application of the time limit requirements, it is understood that Saturdays, Sundays, and Statutory Holidays will not be considered as working days.

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 an 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 Personnel Manager within three (3) working days. Failing satisfactory settlement, the grievance may then be appealed to an arbitrator selected as herein provided.

CLAUSE IX - STRIKES AND LOCKOUTS

No strike, work stoppage or lockout shall occur during the life of this agreement.

CLAUSE X - HEALTH AND SAFETY

The Company will maintain adequate sanitary arrangements throughout the plant, 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. Representatives of the Union will be periodically 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.

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 Plant Safety Committee for investigation and resolution.

#### CLAUSE XI - UNION LEAVES

A leave of absence with accumulation of seniority for purposes of layoff and recall on the seniority list will be granted for a period of one year to an employee accepting a permanent position with the Union, subject to renewal upon proper application. Time off shall also be granted for purposes of bona fide Union business.

It is also agreed that anyone covered by this Agreement who is an officer of the Union will be given every consideration to make it possible to attend all Union meetings when his presence is required at the meeting of the Union, and wherever necessary, another member shall take the employee's place at straight time pay. Union Committee Members attending Union-Company negotiations shall not be paid by the Company for attending such meetings. Employees required and assigned by the Company to cover the shift of an employee attending Union-Company meetings shall be paid in accordance with Clause II - Hours of Work Section of this Agreement.

#### CLAUSE XII - UNION ACTIVITY

The employer agrees that no discrimination or intimidation will be practised or permitted by its officials, foremen or others against any employee covered by this Agreement, by reason of or arising out of, directly or indirectly, trade union membership activity, except that employees shall not participate in Union activity during their working hours.

CLAUSE XIII - 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 a 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).
  - Voluntary Life and Voluntary AD & D (employee-paid)
  - Life insurance for employees assigned disability premium waiver is established and frozen at the level of insurance that was in effect at the time of disability.
- b.) Major medical coverage will be as outlined under the plan introduced effective 1988.
- c.) Dental coverage will be as outlined under the plan introduced effective 1988. These benefits will be based on the ODA Fee Schedule as follows:

Effective June 15, 1991	1990 ODA
Effective February 1, 1992	1991 ODA
Effective February 1, 1993	1992 ODA
Effective February 1, 1994	1993 ODA
- d.) Weekly Indemnity Insurance at the level of 66 2/3% of straight time weekly wages (including C.O.L.A.). 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 than work related illnesses or injuries. The maximum benefit period shall be 52 weeks, waiting period inclusive.
- e.) Employee Health Tax.

Employee Benefit Levy.

The employee benefit levy of three percent (3%) of gross earnings is capped and eliminated during the life of the agreement as per the following schedule:

January 1, 1991	3% Benefit Levy	\$750 Max./Employee/Year
January 1, 1992	2% Benefit Levy	\$600 Max./Employee/Year
January 1, 1993	1% Benefit Levy	\$500 Max./Employee/Year
January 1, 1994	Ø Benefit Levy	\$ Ø Max./Employee/Year

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, OHIP, 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 elect 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 (6) 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 (6) months.

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 benefits so provided by provincial or federal laws, the Company shall be entitled to modify or amend any or all of the benefits provided by the carriers so that compliance with any such provincial or federal laws shall not cause the Company to furnish or pay for paralleling or similar benefits in addition to or in excess of those provided by the carriers, provided further, however, that where possible the Company will maintain the benefits at a level at least equal to the present.

If no course of action has been agreed upon after 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, i.e., husband, wife or children under 19 years of age is employed by the Company, enrolment 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 no more than one, may enroll other members of the family dependents.

#### CLAUSE XIV - LEAVES OF ABSENCE

##### 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, up to four (4) days' leave.
- b.) In the event of a death in an employee's immediate family, up to three (3) days' leave. For the purpose of this provision immediate family shall include a parent, parent-in-law, sister, brother, grandparent, or grandchild.

- c.) Notwithstanding the above, in the event of the death of a spouse, child, or immediate family member and the funeral is too far away to attend, up to two (2) days' leave.
- d.) In the event of the death of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, a one (1) day leave of absence for the purpose of attending the funeral.

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

Where an employee otherwise meets the requirements for leave under this section but is on vacation, the bereavement payment will be made additional to the vacation payment, or alternatively at the employee's request the vacation days lost will be granted at some other time.

#### Jury Duty & Crown Witness Duty

Employees serving as jurors or crown witnesses shall be paid the difference between their hourly rate and the amount received as juror's or crown witness's fees. Payment shall be made by permitting the employee to retain the jury or crown witness fees and allowances and paying him an amount equal to the difference between his regular salary or wages for the current work week, taking into account any salary or wages earned and actual expense or attendance as juror or crown witness.

#### Highway Traffic Act

The Company will grant a leave of absence for up to 90 days for employees found guilty under the Highway Traffic Act with the following limitations and requirements:

- 1.) The employee must have completed one (1) year of service.
- 2.) Application for such leave must be made in writing within three (3) days after sentencing by the Court.
- 3.) The use of this leave provision will only be granted once every year for an individual employee.

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



CLAUSE XV - CLOTHING & TOOL INSURANCE

Section 1. Working Clothing.

The Company will provide work clothing for all seniority employees. The Company will also provide cotton gloves which will be replaced by the Company on surrender of worn-out gloves.

Section 2. Tool Insurance.

The Company agrees to provide a theft (forced entry) and loss by fire insurance policy to cover recognized tools of the trade for employees up to a maximum of \$2,000.

CLAUSE XVI - MANAGEMENT

The management of the plant and direction of the working forces including the hiring, suspension or discharge for proper 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.

CLAUSE XVII - OUTSIDE CONTRACTING

The Company agrees that no work presently being done by employees in the Bargaining Unit shall be let to outside contractors, or other employees of the Company so long as regular employees are not fully employed and are available and able to do the work. The application of this Clause to apply also where overtime and weekend work is involved.

CLAUSE XVIII - DISCIPLINE

Disciplinary notices shall be removed from an employee's record if he establishes a clear record for two (2) years on a work performance related matter and after one (1) year if the employee establishes a clear record on other disciplinary matters.

CLAUSE XIX - SHIFT SCHEDULING

Section 1. Shift Engineers.

- A.) The Company agrees to give 14 days' notification to the Union of a change to the established work schedules as it pertains to people, days, and shifts. Notwithstanding the above, it is understood that there will be no advance notice requirement in the case of start up of production. Furthermore, when changing from the heating season schedule to the non heating season schedule, seven days' notification shall be given. In the case of changing from the non heating to the heating season schedule, where possible and practical, seven days' notice will also be provided.
- B.) Where a 24 hour per day and seven day per week coverage is required, the parties have mutually agreed to extend a 2 shift, 12 hours per shift understanding for shift engineers as per letter of agreement.

Section 2.

- A.) Maintenance personnel shall be on two day shifts and one afternoon shift Monday through Friday, and will remain on their regular shifts except as provided in 2 B.). For the purpose of this provision the "step-up man" shall be considered a pipefitter.
- B.) If there are no plant production operations on the afternoon shift, maintenance personnel on that shift can be notified to report for day work subject to provisions of Section 3.

Section 3.

Schedules will be established and posted by the Company to accommodate the Company's production requirements and to meet the requirements of Section 1 and 2 above. Notwithstanding section 1 A.) in the case of changing to day work upon completion of a production schedule 48 hours' notice will be given. Failure on the part of the Company to give 48 hours' notice will result in payment of time and one-half (1½X) for all hours worked on the first shift of the revised schedule.

Pipefitter personnel will receive a 20 minute paid lunch when on a scheduled night shift.

CLAUSE XX - 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 are 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. 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.

CLAUSE XXI - SEVERANCE

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>  |
|---|---|
| Employee with less than 15 years' seniority.                          | 1 week's pay per year of seniority.                                       |
| Employees with 15 years' seniority but less than 25 years' seniority. | 1-1/4 week's pay per year of seniority.                                   |
| Employees with 25 or more years' seniority.                           | 1-1/3 weeks' pay per year of seniority to a maximum of 40 weeks' payment. |
- 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.

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- f.) Severance will not be payable to any employee who is discharged for just cause or who quits prior to their final scheduled day or work.
- g.) Wherever reasonably practical and possible the company will provide four months' notice in the event of the Wallaceburg factory closure.

CLAUSE XXII - DURATION OF AGREEMENT

THIS AGREEMENT, except as otherwise specified herein, shall take effect as of March 1, 1991, and shall remain in effect until December 31, 1994. 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 to February 1, 1995 and thereafter by mutual agreement. Upon receipt of such notification, negotiations shall begin on or before December 1, 1994.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

FOR THE CANADIAN UNION OF  
OPERATING ENGINEERS &  
GENERAL WORKERS LOCAL #100

FOR THE COMPANY  
NESTLÉ ENTERPRISES LIMITED  
WALLACEBURG FACTORY

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