

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NESTLÉ CANADA INC.  
(hereinafter referred to as the Company)**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
LOCAL 473  
(hereinafter referred to as the Union)**

**Effective July 22, 2015 to December 31, 2017**

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## **ARTICLE 1 - PURPOSE**

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

It is the essence of this Agreement that there shall be a maximum of cooperation and efficient work performance on the part of the employees of the Company at all times for the purpose of strengthening and expanding the operation of the Company and the parties hereto pledge their full support and cooperation in this regard.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees who are employed at Nestle Ice Cream offices in the City of London, in the Province of Ontario, with the following exceptions:

Accountants, persons above the rank of Accountant, Supervisors, Sales Personnel, persons employed on a formal management trainee program, and the Confidential Secretary to the Director of Factory Operations, Director, Finance and Administration, District Sales Manager, Factory Controller, and persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period.

The above unit also includes all employees who were included in the (2) voting constituencies described in the Ontario Labour Relations Board's decision dated May 24, 1973.

- 2.02 No employee shall be required to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 2.03 The Company agrees to the principle that Supervisory employees shall not perform the work normally performed by employees in the bargaining unit except by mutual agreement, in emergencies, or for the purpose of training an employee.
- 2.04 It is understood that the Company engages employees of agencies who will not be covered by the provisions of this collective agreement, until or unless they acquire seniority, to handle casual work assignments. The Company agrees to limit the use of such employees. The Company will use qualified bargaining unit members on lay-off or the recall list for casual work assignments first, and thereafter utilize other available bargaining unit members on layoff or recall. The Company will remit to the Union, on behalf of agency employees who work in excess of ten (10) hours per week, an amount equal to the normal Union dues.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 In this Agreement, wherever the words employee or employees are used, it shall mean a member or members of the bargaining unit as described in Article 2.01 of this Agreement.

### **ARTICLE 4 - RELATIONSHIP**

- 4.01 All employees who, on the date of the signing of this Agreement, are members of the Union shall, as a condition of their employment, continue their Union membership. All new employees hired after the date of the signing of this Agreement shall, except as provided in Article 2.01, as a condition of their employment, join the Union within ninety (90) days of the last date of their employment by the Company. The Company will inform all new employees of this condition of employment at the time of hiring.
- 4.02 All new employees shall serve a probationary period of ninety (90) days. Accordingly, the dismissal of a probationary employee shall not be made the subject of a grievance and shall be at the sole discretion of the Company. The probationary employee, however, shall be entitled to all other rights and privileges under this Agreement.
- 4.03 Notwithstanding anything contained in this Article, the Company shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground, other than the refusal of such employee to tender the initiation fee uniformly required in order to acquire membership in the Union, unless the Company agrees that the grounds upon which the Union refused or terminated such employee's membership are valid or, in the alternative, unless the matter is referred to arbitration in the manner hereinafter prescribed by this agreement, and an Arbitrator decides that the grounds upon which the Union refused or terminated the membership of such employee were sufficient to justify his discharge by the Company.
- 4.04 The Union and/or employees covered by this Agreement will not engage in Union activities during working hours or hold meeting at any time on the premises of the Company without the permission of the designated representative of the Company.
- 4.05 The Company will present all employees with a copy of this Agreement.

### **ARTICLE 5 - DEDUCTION OF DUES**

- 5.01 (a) The parties agree that there shall be established a check-off compulsory upon

all employees who come within the unit to which this Agreement applies.

- (b) Temporary employees i.e. employees who work for the Company on a full time or part time basis for more than seven and one quarter (7 1/4) hours per week shall be subject to the check-off.

5.02 Such a check-off shall commence as of the effective date of this Agreement, and shall continue during the period of this Agreement. The amount to be deducted shall be such sum as may, from time to time, be assessed by the Union on its members according to its constitution for general Union purposes; it shall not extend to special assessment or to an increment in an assessment which relates to special Union benefits, such as, for instance, Union insurance, in which the non-member employee as such would not participate or the benefit of which the non-member could not enjoy.

The deduction shall be made only in the conditions and circumstances laid down by the constitution and bylaws of the Union, but it shall not include any initiation fee. Such deduction shall be made from the employee's weekly pay and shall be remitted to the Secretary-Treasurer of the Union on or before the fifteenth 15<sup>th</sup> day of the following month. The said sums shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution toward the expenses of maintaining the Union.

5.03 In the event an employee is on leave of absence at the time of the regular dues deduction, those dues in arrears shall be deducted upon the employee's return to work.

## **ARTICLE 6 - MANAGER'S RIGHTS**

6.01 The Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and in pursuance of its policies.

6.02 The Union further acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, classify and suspend employees, and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

6.03 The above-mentioned rights in 6.01 and 6.02 shall not be exercised in a manner inconsistent with the provisions in the Collective Agreement.

## **ARTICLE 7 - DISCRIMINATION**

- 7.01 The Company and the Union agree that there will be no discrimination, interference, restriction or coercion practiced by the Employer or the Union with respect to employees because of activity or lack of activity on behalf of the Union.
- 7.02 The Company and the Union agree that there will be no discrimination, restraint or coercion against an employee because of race, ancestry, place or origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, colour, or ethnic origin.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockouts.
- 8.02 If an employee engages in the actions stated in 8.01 above, the employee will be subject to disciplinary action including dismissal, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Articles 10 and 11.
- 8.03 The Union further agrees that it will not involve any employee of the Company, or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer.
- 8.04 The Union, by one (1) of its International Officers, or by (2) officers of the local, including the President, shall repudiate any strike or other concerted cessation of work whatsoever by any group or number of employees which takes place contrary to the provisions of this Agreement, and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the Company in writing within seventy- (72) hours after the cessation of work by the employees or the forming of the picket line respectively.

## **ARTICLE 9 - UNION REPRESENTATIVES**

- 9.01 The Union recognizes and agrees that Committee Members have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this Agreement. Union officials may not leave their departments without first securing permission from, their Supervisors. Such permission will not be unreasonably withheld.

- 9.02 When entering a department other than the employee's own, an employee representative or Union Officer must first contact the Supervisor of that department, or the Supervisor's assistant, and advise the Supervisor as to the general nature of the employee's business.
- 9.03 New employees will be introduced to their Union representative within five (5) days when hired or transferred. The Company will inform the Steward of the Branch concerned of all forecast lay-offs, discharges and personnel changes in the bargaining unit.
- 9.04 The Company shall be advised in writing of the names of the members of the Union Executive, Grievance, and Negotiating Committees promptly after their appointment or election.
- 9.05 The Grievance Committee will be composed of one (1) member.
- 9.06 The Negotiating Committee will be composed of one (1) employee. Should the number of permanent full-time employees increase, the Company and the Union will agree to additional employees to the committee up to a maximum of three (3) employees.
- 9.07 The Union shall have the right at any time to have the assistance of a representative of the Canadian Office & Professional Employees Union. Before entering Company premises, however, such representatives will obtain permission from the Director, Finance and Administration or his delegate.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 A grievance is defined as a dispute between the Company and one (1) or more of its employees or the Union with reference to the interpretation or applications of the terms of this Agreement.
- 10.02 The Employer agrees to discuss with the Union any matter which the Union wishes to discuss concerning the Company employee relationship.
- 10.03 Wherever in this article time is provided for the doing of any act or thing, such time shall be exclusive of Statutory Holidays, Saturdays and Sundays.
- 10.04 It shall be optional with the Company to decline to consider any grievance, the alleged circumstances of which, originated or occurred more than seven (7) days prior to its presentation.
- 10.05 All grievances shall be submitted in writing, stating the nature of the grievance, the clause or clauses alleged to have been violated, and shall be signed and dated by the employee or employees submitting the grievance. Replies to grievances will also be submitted in writing.

- 10.06 If an employee feels that they have a problem the employee shall submit it first to their immediate supervisor who shall discuss it with the employee and attempt to resolve it to the satisfaction of the employee. If the reply of the immediate supervisor is not acceptable to the employee the matter may be submitted as a grievance and adjusted and settled in the following manner:

**STEP 1**

The Union representative accompanied by the employee concerned, if the employee so desires, shall present the grievance to the Director, Finance and Administration. The Director, Finance and Administration shall state their reply to the grievance within five (5) days of it being presented.

**STEP 2**

If the grievance is not settled by the Director, Finance and Administration, the Union Grievance Committee shall present the grievance within five (5) days of the decision of the Director, Finance and Administration to the applicable Factory Manager, or designate.

A representative from the Canadian Office and Professional Employees Union may attend at this meeting. The Factory Manager, or designate shall reply to the grievance within ten (10) days. Failing satisfactory settlement, the Union may refer the matter to arbitration within ten (10) days of the reply of the Factory Manager, or designate in accordance with the terms of this Agreement.

10.07 **Policy Grievance**

- a) A policy grievance from the Union may be lodged at Step 2 of the grievance procedure. A policy grievance is defined as an administrative grievance, which could not have been a grievance of an individual employee.
- b) The Company shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure.

The grievance shall be filed in writing within seven (7) days of the initial incident giving rise to the complaint. A meeting shall be held within seven (7) days of the filing of the grievance. The grievance shall be answered in writing within ten (10) working days of such meeting.

10.08 **Time Limits**

The time limits described in this article may be extended by mutual agreement between the Union and the Company.

**ARTICLE 11 - ARBITRATION**

- 11.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly



carried through all the steps of the grievance procedure outlined in Article 10 and which has not been settled, will be referred to a single Arbitrator at the request of either of the parties, within ten (10) days following the final discussion of the dispute or grievance by the parties, under the grievance procedure.

- 11.02 The party requesting Arbitration shall propose in writing a list of acceptable Arbitrator(s) at the time of the request. The recipient of the notice shall, within five (5) days, advise the other party of acceptable Arbitrator(s).
- 11.03 Should the Union and the Company fail to agree on an arbitrator the party requesting arbitration shall apply to the Ontario Labour Relations Board for the appointment of an impartial arbitrator.
- 11.04 No person may be appointed as arbitrator who had been directly involved in attempts to negotiate or settle the grievance.
- 11.05 The decision of the Arbitrator shall be final and binding on the parties.
- 11.06 The Arbitrator shall not alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor give any decisions inconsistent with the terms and provisions of this Agreement.
- 11.07 Each of the parties to this Agreement will bear one half (1/2) of the costs of the Arbitrator.

## **ARTICLE 12 - SENIORITY**

- 12.01 As of the date of this Agreement, any new employees hired, who occupy positions within the bargaining unit, shall be considered to have seniority equal to the length of continuous full-time employment within the bargaining unit except as provided in 12.02 below.
- 12.02
  - a) All full-time employees shall be considered probationary for the first ninety (90) days of employment and no seniority shall be recognized during this period. After ninety (90) days, they will have successfully completed their probationary period and their seniority shall date back to the day on which their employment began.
  - b) A temporary employee is defined as an employee hired, on a temporary basis, to replace an employee who is absent or if there is a temporary need in the business. Temporary Employees shall be paid the applicable Temporary rate as outlined in Appendix B and shall not be covered by the provisions of this Agreement except with respect to wages. A Temporary employee who is hired as a Full-time employee shall be subject to a probationary period of sixty (60) days commencing on the date of full time employment. A Temporary employee who is hired to meet the temporary needs of the business should

not be engaged for a period in excess of five (5) months.

- c) A seasonal/peak production employee is defined as an employee hired, such as a student, on a temporary basis during the peak production period to provide relief for vacations and to meet increased season needs. A Seasonal/Peak Production employee shall not be covered by the provisions of this Agreement except with respect to wages. The Peak Production period shall not exceed eight (8) months.
- d) During the probationary period an employee may be discharged without cause at the sole discretion of the Company. Such discharge shall not be arbitrary, discriminatory, or be done in bad faith and the employee will have access to the grievance and arbitration provisions of this agreement.

12.03 The Company agrees to furnish to the Union, by or on June 1<sup>st</sup> of each calendar year, a current seniority list.

12.04 An employee shall lose all seniority and shall be deemed to have terminated their employment under the following circumstances if the employee:

- a) gives written notice to terminate their employment,
- b) retires at the Normal Retirement Date or on an approved Early Retirement basis,
- c) is discharged and is not reinstated through the grievance or arbitration procedure,
- d) is absent from work without permission for (2) consecutive working days unless for reasons satisfactory to the Company, however, the Company will give reasonable consideration to the circumstances,
- e) fails to return to work on termination of an authorized leave of absence,
- f) is laid off for a period of more than twenty-four (24) months,
- g) fails to report to work after lay-off within five (5) days after notification being delivered or sent by registered mail to the last address given to the Employer by the employee that the employee should return, except that, if the employee has taken other employment the employee shall be given an additional five (5) days to enable them to terminate the other employment.

12.05 In making promotions, demotions, or transfers within the bargaining unit, the ability and previous job performance and seniority of employees will be considered. Where ability and previous job performance are relatively equal, seniority will govern.

12.06 The Company will give advance notification to the Union of not less than fourteen (14) days of the abolition of any position in the bargaining unit.

12.07 It is understood and agreed that nothing herein before contained relating to seniority shall be deemed to mean that seniority or seniority lists will determine an employee's rights to vacations or other benefits granted, or which in future may be granted by the Company and which are not herein specifically provided for. It is

understood that the same are in general, determined by length of service with the Company irrespective of the department or branch in which an employee may be employed.

### **ARTICLE 13 - JOB POSTING PROCEDURE**

- 13.01 Where there is a vacancy in a bargaining unit position created by the severance or transfer of an employee, by the creation of a new position, or the upgrade or downgrade of an exiting position, the Company will advise the Union, within five (5) working days, of the status of the vacant position (i.e. whether the position will be posted or be subject to lay-off). Postings will be done as provided for in this article.
- 13.02 It is understood that the Company may fill any vacancy on a temporary basis during the course of the posting procedure for a period of not more than fourteen (14) days and, if necessary, for a further period agreed to by the Company and the Union.
- 13.03 The Company will fill the second or subsequent vacancies which result from the posting procedure, or the first vacancy created by a leave of absence of three (3) months or longer among present employees first, provided the employee can perform the duties of the position without extensive training.
- 13.04 A notice describing the vacancy in terms of location, major duties and responsibilities, salary level, and the minimum qualifications or equivalent required, will be posted for three (3) days on the Company's bulletin boards.
- 13.05 Employees who wish to be considered for the vacancy will complete (2) copies of an application and provide one (1) copy to the supervisor seeking to fill the vacancy and one (1) copy to the Secretary of the Union.
- 13.06 The Company will consider all applicants in accordance with the provisions of Article 13 of this Agreement.
- 13.07 When there are no applicants for a position, or where none of the applicants are suitable for the position, the Company may fill the vacancy in such manner as it sees fit.
- 13.08 When an employee is promoted or transferred, they will be considered temporary in the new position for a period of twenty-five (25) days. During that twenty-five (25) day period, the employee will be allowed to return to their former position if the employee so requests and the employee may be returned by the Company to the employee's former position if the employee fails to perform in their new position satisfactorily. In such case, all employees involved in the original move will revert to their previous positions. The Company will re-post the original vacancy. However, should the successful candidate in the second posting not remain in the position beyond the twenty-five (25) day period, then the Company may fill the position at its sole discretion and without regard to the job posting procedure of Article 13.

- 13.09 An employee is entitled to one (1) successful bid in any one (1) year period.
- 13.10 The Employer will announce the successful candidate within five (5) working days of the close of the posting.
- 13.11 The acceptance of a temporary assignment will not restrict an employee's bidding rights Under Article 13.02 or their recall rights under Article 14.03.

#### **ARTICLE 14 - LAY-OFF AND RECALL**

- 14.01 If there is a reduction in the number of employees, probationary employees shall be the first to be laid off and thereafter further lay-offs will be determined in accordance with article 14.03 below.
- 14.02 In the event of a lay-off, or that a job is discontinued, the Employer shall notify the affected employee, as well as the Union, fourteen (14) days prior to the effective date of the lay-off or job discontinuance, or in accordance with the provisions of the *Employment Standards Act*, whichever is greater, or shall award pay in lieu of such notice.
- 14.03
- i) In the event of a lay-off, or that a job is discontinued, the most junior employee, as determined by bargaining unit-wide seniority, shall be the first person displaced, provided that the employee exercising seniority has the qualifications, experience and ability to perform the work being claimed.
  - ii) If the employee subject to lay-off is unable to claim the job of the most junior employee in the bargaining unit, then:
    - a) the employee shall exercise their seniority to claim the job of the next most senior employee in the job for which they have the qualifications, experience and ability or;
    - b) if unable to claim the job of any employee who is more junior to the employee being laid off in the bargaining unit because the laid off employee does not possess the necessary qualifications, experience and ability, the employee shall be assigned the most junior job in the bargaining unit for which they possess the required qualifications, experience skills and ability to perform the job within a reasonable training period. Such training shall not be less than ten (10) working days, if necessary. If after a reasonable period of training the employee is unable to perform the job to the satisfaction of the Company, the employee will be laid off.
  - iii) Employees shall be recalled in order of their seniority where jobs become available, provided they have the qualifications, experience and ability to perform the job. Where they do not immediately have the required

qualifications, experience and ability, they will receive reasonable training in order to acquire the qualifications, experience, skills and ability to perform the job.

- iv) All employees on the recall list shall keep the Employer advised, at all times, of their current address. Employees shall return to work within seven (7) working days of receiving written notice of their recall to a full-time position, and shall be reasonably available for casual employment. At the beginning of each calendar month all employees on the recall list will advise the Company of their expected, general availability for casual assignments in the coming month. Employees who do not advise the Company of their availability for casual assignments will not be called for such assignments.
- v) No new employees will be hired for full-time positions until those on lay-off have been recalled. Employees recalled under this provision shall be credited with their seniority up to the date of lay-off.

14.04 During the lay-off of twelve (12) months or less the Employer will continue to pay the cost of insurance up to the end of the month following the month of the lay-off. At that time, group life and sickness insurance will be canceled and medical and hospital plans transferred to a Pay Direct basis at the employee's expense.

#### **ARTICLE 15 - ACCOMMODATION FOR DISABLED EMPLOYEES**

15.01 In the event of an employee suffering a major disability in the course of their employment, exception may be made to the seniority provisions of this Agreement in favour of such employee by the Company after consultation with the Union.

Upon recovery, the disabled employee shall return to their former position, provided the employee is capable of performing the duties of that position. If the disabled employee is found incapable of performing their former duties, the employee shall be transferred to work commensurate with and suitable to their physical condition, and shall be paid upon the same basis as other employees who are doing the work the employee is then capable of doing.

The Company and Union recognize and believe in the need for programs to rehabilitate employees who are injured and agree to work together, with the involvement of the employee, to develop modified work programs for such employees where they are appropriate.

#### **ARTICLE 16 - DISCIPLINARY ACTION**

16.01 The Company agrees that disciplinary action taken against employees shall not be unjust or excessive.

- 16.02 An employee who is suspended or discharged must immediately leave their work area, but shall be given the opportunity to discuss the matter in a private office provided by the Director, Finance and Administration with the Union representative before being required to leave the Company premises.
- 16.03 Grievances relating to discharge or suspension shall be entered at Step 2 of the grievance procedure. Such grievances shall be submitted to the Employer within four (4) working days of the date of suspension or discharge.

#### **ARTICLE 17 - TECHNOLOGICAL CHANGES**

- 17.01 In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated machines which affect members of the bargaining unit, the Company shall give the Union a minimum of (2) months notice of such technological change.
- 17.02 Any job created by virtue of the installation of such equipment will be posted for bidding as per Article 13, section 13.01 of this Agreement.
- 17.03 The Company will discuss with the Union the appropriate training needed for an employee affected by changes in 17.01 above to adapt to a position to which the employee's seniority may entitle them.

#### **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

- 18.01 It is understood that the Company to maintain essential services in abnormal, unusual or emergency circumstances may change the normal working schedule and may require employees cover by this Agreement to work extra day, provided that the conditions hereinafter contained, covering such extra days are observed. Before making changes in the working schedule, the Company will endeavor to provide the Union with twenty-four (24) hours notice.
- 18.02 **Hours of Work**  
The regular work week for employees shall be thirty-six and one-quarter (36 1/4) hours scheduled over five (5) days, Monday through Friday. The normal shift will be scheduled to commence between 7:00 a.m. and 9:00 a.m. daily.
- 18.03 Where an employee's shift is changed for other than abnormal, unusual or emergency circumstances, the Company will give (2) weeks notice.
- 18.04 Employees will be scheduled for a minimum of three-quarters (3/4) of an hour unpaid meal period daily.
- 18.05 **Rest Periods**  
Employees shall receive (2) fifteen (15) minute rest periods. One shall be taken in

the morning and the other to be taken in the afternoon of each day worked.

**18.06 Overtime**

Overtime periods shall be as authorized by the Company from time to time as required, and such overtime work will be scheduled on a voluntary seniority basis. In the event of refusal by senior employees to accept such work, it is understood that the work will be performed by the junior employee or employees qualified to do the work required, so that, at all times, the Company's work requirements are met. Except in the case of emergency, the Company will give twenty-four (24) hours notice of any overtime to be worked. All overtime worked in excess of seven and one quarter (7¼) hours in a day shall be paid at an hourly rate plus one-half (1/2).

**18.07 Days Off**

Should an employee be required to work on their scheduled day off, the employee will be paid for the time worked at the hourly rate as calculated in 18.06 above.

**ARTICLE 19 - PAID HOLIDAYS**

**19.01** Consistent with essential administrative services being maintained to meet production, sales and delivery requirements, the following paid holidays will be observed:

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

**Floating Holidays**

Each employee will be entitled to three (3) floating holidays. Each holiday will be celebrated at a time mutually satisfactory to the employee and their supervisor. Each employee is expected to provide their supervisor with their request for each floating holiday at least two (2) weeks in advance. Floating Holidays will be pro-rated for new Full-time employees hired during the course of the year.

For example, employees hired between January 1st and April 30th, will receive three (3) float days, employees hired between May 1st and August 27th, will receive two (2) float days, and employees hired between August 28th and December 31st, will receive one (1) float day.

**19.02** Employees hired for part-time, vacation period, relief, seasonal work and probationary employees, shall be eligible for paid holidays, except such employees, who would not under their normal work schedule have been scheduled for work on the date of the holiday shall not be paid for the holiday, and those part-time employees who would normally have worked only part of the day shall be paid on a

pro-rate basis.

- 19.03 To be eligible for the paid holiday, employees must work their last scheduled work day before, and their next scheduled work day after the holiday. Payment for the holiday will not be made to persons on lay-off but will be made to persons who were absent on the above days due to accident, verified illness, or authorized leave of absence not in excess of twenty (20) working days.
- 19.04 If an employee is not required to work on a holiday falling on a scheduled work day, and complies with Article 19.03 above, the employee shall receive their regular weekly wage.
- 19.05 If an employee is required to work on a holiday falling on a scheduled work day, and complies with Article 19.03 above, the employee shall receive their regular weekly wages and, in addition, at the option the employee:
- a) equivalent time off, plus pay at the employee's regular rate of pay, for the time worked on the holiday,
  - b) payment for the time worked on the holiday at two (2) times the employee's regular rate of pay.
- 19.06 If a holiday named above falls on an employee's scheduled day off (Saturday and Sunday) and the employee is not required to work and complies with Article 19.03 above, the employee shall receive their regular weekly wage and in addition, at the option of the employee:
- a) equivalent time off to be taken on the day deemed by the company.
  - b) payment for the day at his regular rate of pay.
- 19.07 **Holidays falling on Scheduled Day Off - Worked** If a holiday named above falls on an employee's scheduled day off and the employee is required to work and complies with Article 19.03 above, the employee shall receive their regular weekly wage and in addition:
- a) consideration for the holiday in Article 19.06 above, or
  - b) the provisions of Article 18 relating to work on scheduled days off shall apply.

## **ARTICLE 20 - VACATIONS WITH PAY**

- 20.01 Vacations shall be based on length of continuous full time service with the Company.
- 20.02 Vacations will be scheduled by the Company, by department according to seniority, and the preference of employees, in the period May 1 to September 30, and employees may, if they wish have their vacations outside of those dates if mutually agreed by their supervisors. It is understood that the vacation list requesting application for vacation periods will be circulated by March 15, returned by the employees by April 1, and the vacation schedule posted by April 15.



**20.03 Service Requirements and Length of Vacation**

- a) Employees covered by this Agreement will be granted annual vacation in accordance with their continuous service as a full time employee prior to April 1.

**Service**

**Length of Vacation**

- |  |                        |
|--|------------------------|
| i) more than 6 months but less than 1 year | 1/2 day for each month |
| ii) after 1 year of continuous service     | 2 weeks                |
| iii) after 5 years of continuous service   | 3 weeks                |
| iv) after 10 years of continuous service   | 4 weeks                |
| v) after 18 years of continuous service    | 5 weeks                |
| vi) after 27 years of continuous service   | 6 weeks                |
- b) A week's vacation means five (5) consecutive working days.

- c) In the case of employees entitled to a vacation credit of three, four, five or six weeks, it is understood that the third, fourth, fifth and/or sixth week will be mutually agreed by the Company and employee.

20.04 Vacation pay for employees with one (1) year or more of continuous full time service prior to April 1, will be paid for the period of the scheduled vacation at the employee's regular rate for the regular work week at the time of taking the vacation.

20.05 Vacation pay for employees with less than one (1) year's continuous full time service prior to April 1, will be calculated based on four percent (4%) of the pay received by the employee in the portion of the service year prior to April 1.

20.06 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

20.07 An employee leaving the employment of the Company shall be entitled to receive any vacation credit not received from the previous year ended March 31, and in addition will receive credit pro-rata for any service from April 1 of the current service year to date of termination in accordance with the above schedule in Clause 20.03 at two percent (2%) per week of vacation entitlement.

20.08 If an employee is off sick on Worker's Compensation or is laid off for thirty (30) days or less and a statutory holiday falls within the thirty (30) days, the Company will pay the difference between weekly indemnity or compensation and statutory holiday pay.

20.09 Vacation pay will be paid on a weekly basis and according to Employment Standard Act (ESA) for part-time and seasonal employees.

**ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 The Company agrees to pay on behalf of all permanent full time employees with

three (3) month's seniority, its share of the premium cost for the following benefits which shall be subject to the terms and conditions of the prevailing master insurance policy.

Where a government imposes a tax on any benefit the Company and Union agree to review the provisions for the new tax and to adhere to the taxation as imposed. The Company agrees not to pass on its share of any tax so imposed.

a) **Benefits for the Employee Only**

i) **Group Life Insurance**

Coverage of forty-seven thousand dollars (\$47,000) effective upon ratification, forty-nine thousand dollars (\$49,000) on January 1<sup>st</sup>, 2016, fifty-one thousand dollars (\$51,000) on January 1<sup>st</sup>, 2017 for each employee who applies, reducing to one thousand dollars (\$1,000) on retirement.

ii) **Weekly Indemnity**

Coverage for each eligible employee in the amount of sixty-six and two-thirds percent (66 2/3%) to the Employment Insurance Commission benefit maximum for fifty-two (52) weeks to become effective on the fourth (4<sup>th</sup>) day of the employee's sickness or non-compensable accident. A floor of current E.I. maximum will be provided for Full-time employees as of the date of ratification.

iii) **Long Term Disability**

The Company will pay fifteen dollars (\$15.00) per month per enrolled employee toward the Long Term Disability Insurance Program. Such Program shall provide a benefit of sixty-six and two-thirds percent (66 2/3%) of base earning to a maximum of \$2,200 and shall commence after fifty-two (52) weeks of Weekly Indemnity.

21.01 b) **Employee Benefits**

i) **Ontario Health Insurance Plan**

Ontario Health Insurance Plan will be fully Company paid.

ii) **Major Medical Insurance**

The Health Guard 100 Plan that provides for on-line claim reporting will include semi-private coverage for each employee, spouse and own unmarried children under 21 years of age. If the employee is covered under the spouse's insurance plan the Employer will not provide double coverage.

iii) **Optical Insurance**

Effective upon ratification optical benefit which pays up to four hundred and twenty-five dollars (\$425.00) once every twenty-four (24) months for eligible employees and their dependents.

iv) **Dental Insurance**

Effective ratification                      2014 ODA Schedule of Fees

January 1,2016  
January 1,2017

2015 ODA Schedule of Fees  
2016 ODA Schedule of Fees

Dental plan provides for basic restorative, endodontic and periodontic coverage, and effective ratification orthodontic and denture coverage at fifty percent (50%) to a lifetime maximum of two thousand dollars (\$2,000) per person.

**21.02 Sickness Pay**

An eligible employee will receive sickness pay for time during which the employee is absent from work due to the employee's illness which renders the employee unable to work. Such payment will be to a maximum of eight (8) working days in a calendar year: three (3) working days of which must be derived from the full waiting period being used for a weekly indemnity claim. Payments shall be subject to the following conditions and qualifications, all of which must be complied with:

- i) the employee not reporting to work due to the employee's sickness must notify the Director, Finance and Administration or designate as soon as reasonably possible on the first day of absence to advise why the employee is not reporting for work and the estimated duration of the absence.
- ii) when the employee is able to return to work, the employee must notify their Director, Finance and Administration or designate one (1) hour prior to the end the normal shift on the day before return to work.
- iii) Payment of any unused sick days shall be at one hundred percent (100%) of the employee's basic hourly rate and will be paid out at the end of each calendar year to a maximum of thirty-six and one quarter (36¼) hours.

21.03 It is understood and agreed that all premium reductions and the full employee's portion of any reduction in Employment Insurance Premiums resulting directly from Employment Insurance Commission approval of the Weekly Indemnity Plan are included as part of the negotiated wage increases contained in this Collective Agreement.

21.04 It is understood that Group Life Insurance and Weekly Indemnity for permanent employees on staff at June 25, 1974 will be as indicated in the Company Memorandum of Intent dated September 30, 1985.

21.05 For the purpose of benefit coverage, excluding pension, family coverage shall be deemed to include same sex partner coverage if the partner has been co-habiting with the employee for a period of one (1) year and is publicly recognized as the domestic partner of the employee.

**ARTICLE 22 - PENSION PLAN**

22.02 a) Benefits accrued under the Silverwoods Dairies Retirement Plan will be frozen

as of December 31, 1991.

- b) The Company will provide a defined contribution pension plan effective January 1, 1992. This plan will be mandatory for all full time employees. The employee will advise the Company of their investment election.

The employee will contribute the following amounts:

Ratification 2015: \$47.50 per week  
January 1, 2016 \$52.00 per week  
January 1, 2017 \$55.00 per week

The Company will contribute the following amounts:

Ratification 2015: \$47.50 per week  
January 1, 2016 \$52.00 per week  
January 1, 2017 \$55.00 per week

Employees will also be permitted to make voluntary contributions to the pension plan using unused sick days or Tiger bonus if the employee has pension room for the additional contribution.

## **ARTICLE 23 - LEAVES OF ABSENCE**

### **23.01 Pregnancy and Parental Leave**

Employees shall be granted pregnancy and parental leave in accordance with the *Employment Standards Act*. Notwithstanding Article 2.01 and Article 12.02, an employee hired on a temporary basis to replace an employee absent on a pregnancy and parental leave, shall not be covered by the provisions of this Agreement except with respect to wages.

### **23.02 Leave of Absence on Union Business**

The Company will grant leave absence without pay to Union officers so they may attend Union meetings and conventions provided:

- a) A written request for leave is made three (3) weeks in advance to the Director, Finance and Administration.
- b) Not more than one (1) Union Officer is absent at the same time from each branch office.
- c) The duration of the leave does not exceed five (5) days for each employee who is granted the leave of absence.

## **ARTICLE 24 - RATES OF PAY**

- 24.01 The regulations governing rates of pay and the rates of pay for positions covered by this Agreement are contained in Appendix B which is attached to and forms part

of this Agreement.

**ARTICLE 25 - SEVERANCE PAY**

25.01

a) **Layoff Through Automation**

If a simultaneous lay-off of a substantial group of employees, in any department of the office, is caused by the installation of advanced automatic, labour-saving office equipment the Company will notify the Union and the employees to be affected two (2) months prior to the effective date of the lay-off, and severance pay will be made as in (c) below.

b) **Layoff Through Acquisition**

If the acquisition of any other Company results in layoffs, Nestlé will give thirty (30) days notice of layoff to the Union and to any acquired employees under this agreement, and severance pay will be made as in (c) below.

c) **Severance Pay**

i) Severance Pay shall be paid in 25.01 (a) and 25.01 (b) to full time employees as follows:

<u>YEARS OF SERVICE</u>	<u>SEVERANCE PAY</u>
less than 5 years	1 week per year of service
5 years but less than 10 years	1.25 weeks per year of service
10 years but less than 15 years	1.5 weeks per year of service
15 years but less than 25 years	1.75 weeks per year of service
25 years or more	2 weeks per year of service up to a maximum of 50 weeks

The employee shall have the right at the time of layoff to waive in writing their right to recall and shall then receive severance pay.

ii) It is agreed that anyone claiming severance pay shall have no further claim to the Company.

d) Notwithstanding paragraphs (a), (b) and (c) above, whenever feasible or possible, the Company agrees to meet with the Union and discuss ways and means to minimize the effect of such layoff.

25.02 An employee will receive the periods of notice outlined above or that required by the *Employment Standards Act*, whichever is greater, but not both.

## **ARTICLE 26 - BEREAVEMENT LEAVE**

- 26.01 It is agreed that, in the case of death in an employee's immediate family, the employee will be granted up to three (3) days (up to five (5) days for the death of child or spouse(includes same sex spouse)) leave of absence without loss of pay. The term immediate family shall mean the employee's parents, parent-in-laws, wife, husband, child, brother, sister. An employee will be granted a leave of absence of one (1) day without loss of wage to attend the funeral of a grandparent, grandchild, brother-in-law or sister-in-law. For the purpose of this clause, the term wife or husband is to include Common Law spouse. Additional leave may be granted at the discretion of the Company and special leave may be considered in the event of the death of someone not covered under the definition of immediate family.

## **ARTICLE 27 - JURY DUTY**

- 27.01 Where an employee is called for jury duty or subpoenaed as a Crown witness, the Company shall pay the difference between pay received by the employee for such jury or witness duty and the employee's regular wages.

## **ARTICLE 28 - ACTING PAY**

- 28.01 It is understood that the duties of any employee include the temporary transfer to other positions for limited periods to meet service requirements or to substitute for sickness or vacations, or when normal work is slack, or while training for advancement to a higher position without any change in such employees salary rate.

It is further understood, however, that an employee who performs another position for a week, which has a higher rate than the employee's own, will be upgraded to the rate of pay when he/she is fully performing all aspects of the job on their own. In any event, such an employee shall be eligible for upgrading when they have been in the higher rated job for five (5) days or more.

## **ARTICLE 29 - CALL BACK PAY**

- 29.01 If an employee is called back to work after completing their regular day's work, and after leaving the Company premises, the employee shall be guaranteed four (4) hours work at time and one-half (1 1/2) the employee's normal hourly rate. An employee called in to work on a day which is not a regularly scheduled working day shall receive a guarantee of four (4) hours work at time and one-half (1 1/2).

### **ARTICLE 30 - SHIFT PREMIUMS**

- 30.01 Employees who are required to work on a shift which ends after 7:00 p.m. or starts before 6:00 a.m. will be paid a shift premium of thirteen dollars and seventy-five cents (\$13.75) per week.

### **ARTICLE 31 - SUPPER MONEY**

- 31.01 In the case of an employee scheduled to work two (2) hours or more after the regular scheduled shift an allowance not exceeding six dollars and fifty cents (\$6.50) shall be paid except if a meal is provided by the Company.

### **ARTICLE 32 - GENERAL**

#### **32.01 Posted Notices**

If the Union or any employee desires to post notices in the office such notices shall first be submitted to the Director, Finance and Administration for approval. Neither the Company, the Union nor any employee shall make changes in such notices thereafter. Bulletin boards shall be provided by the Company for notices and no notice shall be posted except on such boards.

#### **32.02 Pamphlets and Advertisements**

There shall be no distribution or posting by employees of pamphlets, advertising or political matters, cards, notices or any other kind of literature upon the Company property, or upon Company time, except as herein provided.

#### **32.03 Mandatory Payroll Deposit**

All employees will be paid via mandatory payroll deposit.

### **ARTICLE 33 - DURATION OF AGREEMENT**

- 33.01 This Agreement shall remain in force from January 1, 2015 until the 31<sup>st</sup> day of December, 2017 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the end of any yearly period, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.
- 33.02 All notices required to be given pursuant to the provisions of this Agreement shall be in writing and shall be sufficient if sent by fax or e-mail, if to the Union, to the President and Secretary thereof at the address on record with the Company, or if to the Company, addressed to the Director, Finance and Administration.

IN WITNESS WHEREOF the Company has affixed it's corporate seal evidenced by the signature of its proper officers hereunto properly authorized and the proper officers of the Union have set their hands and seals on this 21<sup>st</sup> day of July 2015.

NESTLÉ CANADA INC.  
NESTLÉ ICE CREAM

CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEES  
UNION, LOCAL 473



## APPENDIX B

### CLASSIFICATIONS AND RATES OF PAY

Classification	January 1, 2015	January 1, 2016	January 1, 2017
Clerk Payroll	\$25.21	\$25.72	\$26.23
Clerk Accounts Payable	\$24.73	\$25.22	\$25.72
Production/Inventory Clerk	\$24.73	\$25.22	\$25.72
*Receptionist	\$22.49	\$22.94	\$23.40
Temporary Rate	Less \$3.00	Less \$3.00	Less \$3.00
Probationary Rate	Less \$2.00	Less \$2.00	Less \$2.00
Seasonal/Peak Production	\$13.72	\$13.99	\$14.27

\*\* Relief rate will be two dollars (\$2.00) per hour less for the first thirty (30) days training for NEW seasonal hires.

In this round of negotiations, the parties discussed the position of Company Store Clerk. The parties agree that the Company Store Clerk position is not part of the bargaining unit and therefore not covered by the provisions of this collective agreement.

From time to time, bargaining unit employees covered by this collective agreement may be offered to work as Company Store Clerk for vacation replacement or to fill in for other absences. Such assignment shall be voluntary and the bargaining unit employee shall have the right to refuse.

All classifications receive C.O.L.A. payment of \$0.60 per hour as of January 1, 2003. Any future employee hired after January 1, 2015 will not be eligible for C.O.L.A. The Company and the Union agree that C.O.L.A will be obsolete from that date forward.

- B1.01 In the event that new classifications are created the Company and the Union shall meet and negotiate the appropriate rate of pay.
- B1.02 It is understood that the job titles listed in Appendix B indicate primary job functions only and that additional secondary duties are, or may be included in various jobs from time to time subject to the provisions of B1.04 of this Appendix.
- B1.03 Newly hired employees shall start at the probationary rate and at the end of three (3) months, if their performance warrants retention on staff, shall move to the regular rate for the classification.

**B1.04** The classification of a new position or positions which are substantially changed during the course of this Agreement shall be discussed with the Union no less than fourteen (14) days prior to any changes being made.

The Company agrees that positions in the bargaining unit will not be downgraded during the course of this Agreement except by mutual agreement of the Union and the Company.

## LETTER OF UNDERSTANDING #1

This letter will confirm an understanding reached between the parties during negotiations of the agreement covering Lynne Sims relative to the following matters covered by this Agreement:

(a) Life Insurance

Life insurance will be continued on the same basis as was in effect on June 25, 1974. It is understood that should the Company wish to change this policy, we may at the same time change the policy in the same manner for members of the bargaining unit.

(b) Short Term Salary Continuation and Long Term Disability Insurance

The short term salary continuation policy and the long term disability insurance policy will be maintained as described in Mr. Findlay's letters to employees dated January 28, 1972 and June 14, 1972. Lynne will continue to pay the premium for the long term disability insurance.

Sick Leave, Weekly Indemnity Insurance and Life Insurance for employees who join the bargaining unit after the date of ratification of the Agreement will be stipulated in the Agreement.

(c) Eye examination shall be paid by the Employer if not already covered by OHIP. Such eye examinations shall include tests for refraction, acuity (both unaided and corrected visual) accommodation, cornea and lens for opacity, retina for detachment, and colour vision function.

(d) The company agrees to pay Lynne Sims the Clerk Payroll rate when she is relieving the Production/Inventory Clerk for absences or vacations.

The foregoing understanding will continue in effect until December 31, 2017.

FOR THE COMPANY

FOR THE UNION

**LETTER OF UNDERSTANDING #2**

**RETIREE BENEFITS**

For eligible retirees who elect to retire sooner than the age of sixty-five (65), the Company is prepared to extend limited drug benefits coverage subject to the following:

- Employees will pay the full premium cost, i.e. 100% of the cost will be paid by the retiring employees.
- Employees must be sixty (60) years of age to become eligible.
- Drug benefits coverage terminates on their sixty-fifth (65<sup>th</sup>) birthday.

This agreement shall not form part of the collective agreement and shall terminate on December 31, 2017.

**FOR THE COMPANY**

**FOR THE UNION**

**LETTER OF UNDERSTANDING #3**

**PERFORMANCE BONUS PROGRAM**

In the spirit of co-operation, the Union and Company agree to work together to ensure the success of the factory.

The Company will endeavor to effectively manage the business which includes providing the necessary materials and tools to meet the objectives of the factory. The Union will participate in Nestlé Canada Foundations training, provide ideas and support improvements in the plant.

Recognizing the Union's commitment to this program, the Company will provide a bonus plan:

All full time employees shall be entitled to receive the Nestlé Bonus to a maximum of five percent (5%) of eligible earnings if the measurement criteria are exceeded. That is the program must make money before it can pay out.

A joint committee will be formed to develop the program with the above criteria as the basic measurement tools. The committee will meet to fully develop the plan. The plan that is developed will be sent to the Senior VP Human Resources, Senior VP Technical & Manufacturing, and the President, Ice Cream for final approval.

The program will pay out up to a maximum of five percent (5%) of yearly earnings (maximum of 1885 hours, see eligible earnings below) if the measurement criteria are exceeded. Eligible earnings shall be defined as the employee's hourly wage rate as at the end of the year and multiplied by the number of hours the employee worked during the appropriate calendar year. Hours worked shall include vacation, statutory holidays, and union leave, but exclude Weekly Indemnity, W.S.I.B. benefits and sick days. The total number of hours shall not exceed 1885. Notwithstanding the above, bonus shall not be included in the previous year's earning for the purpose of calculating vacation as per Article 20.04.

**Eligibility:**

All Permanent Full-time Employees with seniority at the end of the Bonus year will be eligible to receive the bonus, as calculated above, for the previous calendar year. Those employees achieving full time status during the previous year will be awarded the bonus on a prorated basis.

**FOR THE COMPANY**

**FOR THE UNION**