

THIS AGREEMENT MADE THIS 23RD DAY OF MAY, 1997

BETWEEN: **JANE PARKER BAKERY, LIMITED**
at 135 Laughton Avenue,
Toronto, Ontario. M6N 2X4.

(hereinafter called the "Employer")

SOURCE	C-1000		
EFF.	47	05	97
TERM.	2000	08	31
No. OF EMPLOYEES	270		
NOMBRE D'EMPLOYÉS	270		

OF THE FIRST PART

- and -

BAKERY, CONFECTIONERY & TOBACCO WORKERS'
INTERNATIONAL UNION, LOCAL 264

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union for the duration of this Agreement, as the exclusive collective bargaining agent for matters arising under this Agreement for all employees of the Employer in its Bakery at 135 Laughton Avenue, Toronto, Ontario, more particularly set forth in the Wage Schedule attached hereto, save and except Supervisors, persons above the rank of Supervisor, office staff, persons regularly employed for not more than twenty-two and one half (22 1/2) hours per week.
- 1.02 The term "employee" or "employees" as used in this Agreement unless clearly specified otherwise shall mean only those employees who are included in the bargaining unit, as described in Section 1.01 above.

ARTICLE 2 - UNION SECURITY

- 2.01 All present employees governed by this Agreement shall, within forty-five (45) worked days, become and remain members in good standing of the Union as a condition of employment except that all present employees and all future employees governed by this Agreement, whose religious beliefs preclude joining the Union, shall not at any time be required to join the Union as a condition of employment.

- 2.02 The Company agrees to deduct the initiation fee and the monthly dues from the employee's pay upon receipt of an authorized form duly signed by the employee making the request. The amounts so deducted will be forwarded to a designated official of the Union not later than the twenty-fifth day of the month for which the deduction was made. The Company shall each month provide a printout listing monthly dues deductions per employee, as well as a monthly listing of full-time new hires.
- 2.03 The Union will save the Company harmless from any and all claims which may be made against the Company by employees for amounts deducted in accordance with 2.02. above.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer except where abridged by specific terms of this Agreement to:
- (a) maintain order, discipline and efficiency.
 - (b) hire general help only, discharge, direct, transfer, classify, promote, demote, lay-off, recall or suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided.
 - (c) make, enforce, revise from time to time rules and regulations relating to discipline and the general conduct of employees.
 - (d) generally to manage the enterprises in which the Company is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work force, determine the number of personnel required from time to time, the standards of performance, the number and location of offices, plants and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the goods to be produced and the methods, processes and means of production and the control of material to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations.

ARTICLE 4 - STRIKES AND LOCK-OUTS

- 4.01 In view of the arrangements provided by this Agreement for the disposition of any grievances as herein provided, the Employer agrees that there will be no lockout of employees and the Union agrees there will be no strike, slow-down, sit-down or other action which interferes with work or operations, or picketing of any kind or form whatsoever, however peaceful. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and to return to work and to perform their duties.

ARTICLE 5 - REPRESENTATION AND GRIEVANCE PROCEDURE

- 5.01 The Union may elect or appoint from amongst employees who have completed one (1) year of employment, Stewards, one (or two as specified) of whom shall be from each of the six (6) listed departments - Bread (2), Cakes, Rolls & Pies, Shipping (2) Sanitation & Receiving & Handling, Maintenance.
- 5.02 The Union may elect or appoint from amongst employees who have completed one (1) year's employment, a Grievance Committee consisting of not more than three (3) members - namely, Shop Chairman, and Steward involved, whose duty shall be to attend meetings with the Employer in accordance with the Grievance Procedure.
- 5.03 The Union shall keep the Employer notified in writing of the names of its authorized Stewards, the members of its Grievance Committee and other Officers and the respective effective dates of their appointments.
- 5.04 The Union acknowledges that the Stewards and members of the Grievance Committee have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without receiving permission from their immediate Supervisor. Such permission will not be unreasonably withheld.
- 5.05 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity of adjusting his complaint. If an employee has a complaint he shall discuss it with his immediate Supervisor within two (2) working days after the circumstances giving rise to the complaint originate or occur.

All complaints and grievances shall be taken up in the following manner:

- (a) If an employee has a complaint he wishes to bring to the attention of the Company, he shall take the matter up orally with his immediate Supervisor. The employee may, if he wishes, be accompanied by his Steward when discussing any complaint with his Supervisor. Within two (2) working days after a complaint has been brought to his attention, the Supervisor will give his reply.

- (b) If the reply of the Supervisor is not satisfactory to the employee concerned, the complaint may be stated in writing and be submitted as a grievance to the Senior Supervisor within three (3) working days following the Supervisor's reply. The Senior Supervisor will meet within seven (7) working days upon request with the employee concerned and the Union Committee to discuss the grievance and will give his reply in writing within two (2) working days after the said meeting.
 - (c) If the reply of the Senior Supervisor is not satisfactory to the employee concerned, the grievance may, within three (3) working days following the date of the said reply, be submitted to the Plant Manager of the Company. The Plant Manager and/or such other persons as may be designated by the Company will meet within seven (7) working days upon request with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union (Business Agent, etc.) may be present if his presence is requested by either party. The Plant Manager or his designate will give his reply to the grievance in writing, within three (3) working days after the said meeting has been held.
 - (d) If the Union has a claim that the Agreement is being violated or misinterpreted by the Company, a full-time representative of the Union or the Chief Steward shall have the right to submit a grievance in writing, dated and signed, within fifteen (15) days of work after the alleged occurrence. The discussion of such grievance shall commence at the Senior Supervisor's step of the grievance procedure. The terms of this Clause shall not be used to bypass the right of individual employees to submit grievances in accordance with this procedure as set out in Article #5 above. The Company shall have the same privilege as the Union to policy interpretation grievances.
- 5.06 If a grievance is to be referred to Arbitration, the request for Arbitration must be made within ten (10) days after the date of the Plant Manager's reply to the grievance.
- 5.07 Any of the time allowances provided in this Article may be extended by mutual agreement between the parties concerned.
- 5.08 Failure on the part of the Union to observe its time limits will constitute withdrawal of the grievance, while failure on the part of the Company to comply with its time limits will result in automatic referral to the next step of the grievance procedure.
- 5.09 Saturdays, Sundays, Holidays and other days on which the Employer's offices are closed for regular business will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedures of the present Agreement.

- 5.10 When an employee is interviewed by his/her supervisor or Production Manager, and a letter of discipline is entered on the 42 card, a copy of such letter of discipline shall be sent to the Chief Steward. Such letter shall be destroyed after (1) one year, and omitted from the 42 card at the same time. The Chief Steward on occasion may review the 42 card of an employee in the presence of a Senior Supervisor and with the permission of the employee concerned.

ARTICLE 6 - ARBITRATION

- 6.01 Any Arbitration proceedings shall be carried out in accordance with the Ontario Labour Relations Act.
- 6.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or in processing the grievance.
- 6.03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement but shall only consider the question in dispute. No matter shall be submitted to Arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure.
- 6.04 Failing the majority decision with respect to the matter coming within the jurisdiction of the Board, the decision of the Chairman will be final and binding upon the parties.
- 6.05 Each of the parties hereto shall bear the expense of the Arbitrator appointed by it and the parties shall jointly and equally bear the fees and expense, if any, of the Chairman of such Board of Arbitration.

ARTICLE 7 - DISCHARGE

- 7.01 The discharge of an employee during his probationary period shall not be the subject of a grievance. A claim by an employee who has completed his probationary period that he has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent, or in his absence the Senior Supervisor on duty, within four (4) days after the employee is discharged, and the first step of the Grievance Procedure will be omitted in any such case. Such special grievance may be settled under the Grievance Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without compensation for time lost; or
- (c) any other arrangement mutually agreed upon; or
- (d) varying ~~or~~ altering the penalty imposed by the Employer as the arbitrator or Board of Arbitration may deem justified.

ARTICLE 8 - SENIORITY

- 8.01 An employee will be on probation and shall not acquire seniority until after he or she has completed forty-five (45) worked days with the Employer. Upon completion of such probationary period he or she shall acquire seniority.
- 8.02 When the Employer decides that circumstances require a reduction in personnel, seniority shall be the factor.
- 8.03 The Employer agrees to post the seniority list within thirty (30) days following execution of the Agreement, and every six months thereafter. After such posting, each such list shall become final with respect to the employees designated therein, except as to any employees who dispute under the Grievance Procedure the accuracy of their seniority date within ten (10) working days after the list is posted.
- (a) Compaq to supply the Union with a copy of employee wage rates annually.
- 8.04 Employees in supervisory positions when this Agreement takes effect, or who may subsequently be promoted to such positions from the bargaining unit, will retain their seniority based on date of employment. If later demoted, they may ~~re-enter~~ the bargaining unit and the time served in the Supervisory position shall be included in their seniority. A Supervisor ~~re-entering~~ the bargaining unit loses his|right to bid for one (1) year.
- (a) Supervisors shall not be ~~utilized~~ to perform work normally performed by employees in the bargaining unit. This shall not, however, apply in case of work of an experimental, instructional or educational nature or in case of emergency. When a Supervisor performs work, the reason shall be explained to the Steward.
 - (b) Maintenance Supervisors shall not perform work that normally could be performed by a bargaining unit member except for instructions and emergencies.

- 8.05 Seniority shall be lost and employment deemed to be terminated if the employee:
- (a) voluntarily quits;
 - (b) is discharged for cause and the discharge is not reversed through the Grievance Procedure;
 - (c) is laid off for a period of (6) six months; eighteen (18) months if employee has one (1) or more year's seniority;
 - (d) utilizes a leave of absence for purposes other than those for which the leave of absence is granted;
 - (e) fails to report for work within three (3) days after being notified by registered mail by the Employer following the lay-off, or fails to advise the Employer within two (2) days of his intention to report for work pursuant to the notification;
 - (f) fails to return to work at the expiration of a leave of absence or vacation; or
 - (g) has a continuous unreported absence for three (3) days without a reason satisfactory to the Company.
- 8.06 It shall be the duty of an employee to notify the Company promptly on forms supplied by the Company on request (with a copy to the employee) of any change in address, telephone number, marital status, number of dependents, or other related information that may be required from time to time. If an employee fails to do this, the Company will not be responsible for failure to comply with any part of this Agreement where such information is necessary in order to comply.
- 8.07 For the purpose of seniority, the employees in the Maintenance Department shall be considered as being separate from the rest of the Bakery operations.
- 8.08 **JOB POSTING**
- (a) When a permanent opening arises on an existing job, the Company shall post such vacancy in accordance with the following procedure, except that this provision shall not be inconsistent with Article 3.01. All new bargaining unit positions which may be created by the Company shall be posted in accordance with the following, except that this shall in no way limit the Company's right to experiment or innovate up to a maximum of three (3) months.
- A job posting shall remain posted for a period of three (3) working days, and shall include the departmental training required and the shift involved, recognizing that such shift may be subject to change in accordance with Article 3.01. The chief Steward will receive a copy of the job posting and notification as to the successful applicant in each case.

An employee may obtain and complete an application form in triplicate stating the nature of the job for which he is applying, and listing his qualifications and experience. Applications must be submitted before the posting is removed to the Senior Supervisor or to the Personnel Supervisor, who will initial, date, and return one copy to the applicant and to the Chief Steward.

The filling of job openings will be on a seniority basis, provided the employees have the mental and physical qualifications. Where the mental and physical qualifications are equal, seniority shall be the determining factor. A training period of up to twenty (20) worked days, the length of which will be determined in each instance by the Company, but no less than five (5) worked days, shall be provided to the employee, and an additional period of up to five (5) worked days shall be provided to allow the Company to determine if the employee qualifies for the job. The employee shall receive the rate of pay for the new job only after the Company makes its determination that he qualifies for the new job, and he assumes the full responsibility for the job. The instructor shall be appointed at Management's discretion. Any difference of opinion will be settled through the Grievance Procedure. Should the applicant not qualify within the training period, he shall return to his previous job and the next senior person who applied shall be considered. Applicants shall be limited to two (2) successful job postings during the term of this Agreement.

- (b) Jobs temporarily vacant because of **authorized** leave of absence or other valid reason excluding vacation will be filled in the first instance with the most convenient and qualified person immediately available but at the next change of schedule the senior employee with qualifications shall be given the opportunity.
- (c) In the event an eligible employee is absent due to illness or vacation at the time of the job posting, he shall be considered with the other eligible employees and if selected, the job will not be permanently filled until he returns to work, provided his return to work is within thirteen (13) weeks of the date of the job posting.
- (d) All jobs in the General Help classification shall be posted as they become vacant, and seniority shall be the governing factor only.
- (e) **Maintenance** Department vacancies shall be bid for by Maintenance Department employees only.

ARTICLE 9 - HOURS OF WORK

- 9.01** Each full-time employee, who reports for work upon request five (5) days in any week from Sunday to Saturday as required by this department's schedule, is guaranteed pay for such work equivalent to not less than thirty-seven and one-half (37 1/2) hours pay at the employee's regular straight time hourly rate. This guarantee of thirty-seven and one-half (37 1/2) hours pay is contingent upon there being no emergency condition beyond the Company's control which prevents or interferes with the normal operation of business.

- 9.02 Each full-time employee who reports for work upon request on any one (1) day as required by his department's schedule is guaranteed not less than seven and one-half (7 1/2) hours pay for that day at his regular straight time hourly rate, provided he does whatever work is assigned to him.
- 9.03 Part-time employees shall not work more than twenty-two and one-half (22 1/2) hours in any one (1) week.
- 9.04 Each employee shall be paid for all work performed in excess of seven and one-half (7 1/2) consecutive hours in any one (1) day at the rate of 1 1/2 times such employee's regular straight time hourly ~~rate~~ of pay. Rest period of twelve (12) hours is guaranteed between shifts.
- 9.05 Each full-time employee who works on a sixth (6th) day shall be paid at the rate of one and one-half (1 1/2) times his regular straight time hourly rate for all hours worked on such sixth (6th) day in any one (1) week.
- 9.06 Each full-time employee who works on a seventh (7th) day shall be paid at the rate of twice his regular straight time hourly rate for all hours worked on such seventh (7th) day in any one (1) week.
- 9.07 Each employee shall be paid at the rate of one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked by him in excess of thirty-seven and one-half (37 1/2) hours in any work week.

Overtime shall be computed on either a daily or weekly basis, whichever is greater, but not both. There shall be no duplication or pyramiding of any premium or overtime payment provided for under the terms of this Agreement. Overtime hours shall not be counted as part of the regular work week. Overtime shall be assigned as equitably as possible.

Daily overtime shall be assigned to employees of the department concerned of the shift on duty who have signed the daily overtime list. Should that number be insufficient, the daily overtime shall be assigned to employees of the shift on duty with the qualifications to do the work who have signed the daily overtime list. Should an insufficient number of employees have signed the list, then overtime may be assigned to employees of the shift on duty with qualifications to do the work who have **not** signed the list.

- 9.08 Any employee working one (1) hour or more on a higher classified job shall be paid the higher rate of pay for all hours worked on said classification.
- 9.09 Each employee who works between the hours of 6:00 p.m. and 6:00 a.m. shall be paid for all work between such hours, night premium compensation of seventy (.70¢) cents per hour.
- 9.10 A week-end premium of one and one-half (1 1/2) times the employee's regular straight time hourly rate shall be paid for all work performed between the hours of 12:01 a.m. Saturday and 11:59 p.m. Sunday.
- (a) All shifts shall have a minimum of every third (3rd) weekend off and shall rotate on a monthly basis, except "bread", "shipping", and "maintenance" departments which shall follow current practice.
- 9.11 Employees will be granted a fifteen (15) minute rest period with pay as near as possible to the middle of each half shift. An additional rest period of fifteen (15) minutes will be granted to employees after working in excess of eight and one-half (8 1/2) hours in their shift, and for each additional two (2) hours worked thereafter.
- 9.12 Under normal conditions, employees will be granted an unpaid lunch period of thirty (30) minutes duration which shall occur between the third (3rd) and fifth (5th) hour of work. If an employee does not receive his lunch period within the specified time, he shall be paid one (1) hour at his regular straight time hourly rate.
- 9.13 All overtime will be on a voluntary basis after seven and one-half (7 1/2) hours worked. However, should the number of volunteers be inadequate, the Union Stewards will assist Management in obtaining the required work force.
- Notification of overtime will be given to employees prior to the commencement of the sixth (6th) hour of their shift.
- 9.14 If an employee is called in to work outside his regular hours, he will qualify for a minimum of four (4) hours work at one and one-half (1 1/2) times his regular rate of pay. An employee who is called in as above to do electrical work will be allowed to depart the premises upon the satisfactory completion of the work.

- 9.15 Work schedules shall be posted on Wednesday, by 2:30 p.m. Any employee who works on his day off in accordance with the posted schedules, shall be compensated at the rate of one and one-half times (1 1/2) his straight time hourly rate of pay for all hours worked on such day. The schedule shall be for the following week. The Company shall not deviate from this schedule at any time without the employee's consent.
- 9.16 Steady day shift shall mean five (5) days of work with starting times between 6:00 a.m. and 11:00 a.m.
- (a) A senior employee in the General Help classification who has worked one (1) continuous year or more in the same department shall not be permanently transferred to a General Help classification in another department against his will when a qualified junior employee is available for such transfer.
 - (b) The senior employee in the classification of light duties will be assigned by seniority and shall have shift preference. Errors made in assignments will be corrected immediately.
 - (c) The Chief Steward shall be assigned to a steady day job without loss of pay.
 - (d) Provided that all affected employees of a classification within a department agree, and further that skill and qualifications are not a factor, the Company agrees to schedule such employees to work steady shifts on the basis that such schedule shall be for a period of not less than six (6) months, and on the basis that a senior employee of the classification within the department concerned who wants to be part of the arrangement has not been bypassed. Should an additional shift be added for such classification, it will not be included under the scheduling provisions of this Section for its first four (4) weeks of operation. Any filling of a job vacancy will cancel the prior arrangement for that classification. On the same basis, but without regard to seniority, employees may work out a shift switch in emergency situations for up to four (4) weeks per year.
- 9.17
- (a) If an employee of the bread department or the roll department is scheduled to work on Saturday as part of his regular work week, he shall be scheduled that week to have two (2) consecutive days off, providing that the department in question is on a fifteen (15), sixteen (16), seventeen (17), or nineteen (19) shift operation that week. When any other production department operates six (6) days per week, the day off other than the fixed day shall be rotated weekly. An employee's fixed day shall be Saturday unless retail food chains open for business on Sunday, in which case an employee's fixed day shall be either Saturday or Sunday.
 - (b) Where the shift operates for seven (7) days per week, the Company shall schedule employees for such shift to have two (2) consecutive days off every week, with such days off to be rotated.

ARTICLE 10 - WAGE RATES

10.01 In the first year, all full-time employees shall receive a wage increase of twenty (20¢) cents per hour, effective May 25, 1997.

In the second year, all full time employees, excluding those on Long Term Disability or on Long Term Workers Compensation (14 weeks or more), shall receive a lump sum payment of \$300.00, effective March 8, 1998.

In the third year, all full-time employees shall receive a wage increase of twenty (20¢) cents per hour, effective March 7, 1999.

Every employee shall receive the rate of pay as listed below in accordance with his job classification.

<u>CLASSIFICATION</u>	<u>Effective May 25, 1997</u>	<u>Effective March 7, 1999</u>
Working Maintenance Foreman	\$20.44	\$20.64
Machinist	20.31	20.51
Maintenance 1 st Class	19.90	20.10
Maintenance 2nd Class	18.93	19.13
Painter	18.93	19.13
Oil & Greaser	18.71	18.91
Engineer	18.70	18.90
Working Foreman	18.60	18.80
Maintenance 3rd Class	18.53	18.73
Receiver	18.24	18.44
Insect & Rodent Inspector	18.21	18.41
Bread Mixer	18.04	18.24
Mixer; Pie, Cake, Donut, Roll	17.99	18.19
Oven & Donut Operator	17.99	18.19
Automatic Bread Basket Stacker, Pan Stacker Automatic Bread Dept.	17.99	18.19
Utility, Label Printer	17.91	18.11
Depositor Operator	17.79	17.99
Pan-O-Mat, Divider	17.74	17.94
Ingredient Scaler	17.74	17.94
Shipper-Loader	17.66	17.86
Bagger & Wrapper Operator	17.61	17.81
Moulder	17.61	17.81
Ovenman, Stockman, Selector	17.61	17.81
Machine Operator, Light Duties	17.61	17.81
Elevator Operator	17.60	17.80
Pan Stacker, Roll Dept.	17.58	17.78
General Help	17.40	17.60
General Help, Light Duties	17.40	17.60

Summer Vacation Relief employees will be employed as General Help at \$11.00 per hour .

Summer Vacation Relief employees will not acquire any Contract benefits, but will be required to pay Union Dues. The use of Summer Vacation Relief employees will be restricted to the period May 1 st to October 31st. Where a Summer Vacation Relief employee works forty-five (45) days prior to October 31st, and is advanced to full time within thirty (30) days following October 31st, he will not have to serve a probationary period. Reference to May 1st and October 31st shall for this purpose mean the full week in which these dates fall.

10.02 All new employees hired and included in the bargaining unit after March 18, 1995, shall receive a rate of twelve (\$12.00) dollars per hour for their first eighteen (18) months of employment, except that all new employees hired and included in the bargaining unit after May 23, 1997 shall receive a rate of twelve (\$12.00) dollars per hour for their first twenty-four (24) months of employment, and a rate of fourteen (\$14.00) dollars per hour for their next six (6) months of employment, following which at thirty (30) months of employment they shall be moved to the job rate.

10.03 Maintenance personnel shall advance through the posting procedure.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Leave of absence shall be granted in writing for legitimate personal reasons up to a maximum of ten (10) weeks in addition to regular vacation periods. It is understood that any leave of absence is subject to reasonable notice being given to the employer and that the employee has a minimum of two (2) years seniority. In the event such leave of absence is not used for the purpose granted, the employee is subject to dismissal. No leave of absence will be granted during prime time - June 1 st through September 15th (except in emergency situations).

All leaves of absence will be honoured on a first-come, first-served basis with a maximum of three (3) employees off at a given time. The names of employees who are granted a leave of absence shall be added to the vacation schedule.

11.02 Leave of absence to attend Union business will be granted without pay and without loss of seniority provided that notice of two (2) weeks is given the Company, and provided that not more than three (3) employees are absent for such purpose at one time.

11.03 When a pregnancy leave of absence is requested, the leave of absence without loss of seniority shall be **granted** in accordance with the Employment Standards Act for the Province of Ontario. While on pregnancy leave, seniority shall accumulate.

11.04 If an employee is appointed to an office in the Union which requires a leave of absence, such leave of absence up to a maximum of twelve (12) months without pay or benefits shall be arranged on a one-time basis between the Union, the employee and the Company. Should the employee return prior to the **expiry** of the twelve (12) months, he shall be returned to his former job. This provision becomes void, however, if the absence exceeds the period granted.

ARTICLE 12 - SPECIFIED HOLIDAYS

12.01 A full-time employee who has completed his probationary period shall receive pay for the following specified holidays, except that an employee shall not be entitled to the Employee's Birthday **until** he has completed six (6) months of service.

New Year's Day
Good Friday
Victoria Day
Dominion Day
Boxing Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Employee's Birthday

The last half of the employee's regular shift immediately prior to Christmas Day, up to a maximum of three and one-half (3 1/2) hours, or at the option of the Company, three and **one-half** (3 1/2) hours pay in lieu thereof at the employee's regular straight-time hourly rate.

The last half of the employee's regular shift immediately prior to New Year's day up to a maximum **of** three and one-half (3 1/2) hours, or at the option of the Company, three and **one-half** (3 1/2) hours pay in lieu thereof at the employee's regular straight-time hourly rate.

In order to qualify for plant holiday pay, the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the designated holiday concerned, unless the employee presents a valid doctor's certificate accepted by the Company. In the **interests** of efficient operation, an employee may have scheduled as his holiday a day other than the actual holiday listed above, in which case, the day thus scheduled shall be considered as a holiday in lieu of the holiday concerned.

- 12.02 Plant holiday pay will be computed on the basis of seven and one-half (7 1/2) hours at the employee's regular hourly rate of pay.
- 12.03 If a plant holiday falls within an employee's vacation period, he will be granted seven and one-half (7 1/2) hours at his regular hourly rate of pay, or in the case of each of Christmas Day, Boxing Day, New Year's Day, and Employee's Birthday, an extra day of vacation at the employee's option.
- 12.04 All hours worked on a Specified Holiday will be paid for at one and one-half (1 1/2) times the employee's straight time hourly rate of pay, up to and including the seventh and one-half (7 1/2) hour, and double time thereafter.

In a holiday week, one and one-half (1 1/2) times the employee's straight time hourly rate of pay will be paid for all hours worked in excess of thirty (30) hours. Where two (2) Specified Holidays occur in a scheduled work week, one and one-half (1 1/2) times will be paid after twenty-two and one-half (22 1/2) hours.

- 12.05 Where an employee is sick or injured and has to be sent home by Management on the work day preceding or on the work day following the observed holiday, or where there is a death in the employee's immediate family, such absence will not affect in any way the granting of the holiday pay.

If one (1) holiday falls within the two (2) day waiting period of Weekly Indemnity, the employee will be paid for the one (1) holiday providing he qualifies for Weekly Indemnity.

Employees will be granted five (5) Specified Holidays off including Christmas and New Year's Day.

- 12.06 The above Employee's Birthday may be taken by an employee during the calendar quarter in which is birthday falls, at a time mutually agreed upon between the Company and the employees concerned, and with at least two (2) weeks' advance notice of the requested day.

ARTICLE 13 - VACATIONS

- 13.01 Full-time employees who are at work will be entitled to an annual vacation pay in accordance with the following schedule:

<u>Length of Continuous service as of the employee's anniversary date of employment</u>	<u>Length of Vacation</u>	<u>Vacation pay at employee's regular hourly rate as of pay period immediately prior to vacation</u>
After one (1) year	2 weeks	Seventy-five (75) hours.
After five (5) years	3 weeks	One Hundred Twelve and one-half (112 1/2) hours.
After ten (10) years	4 weeks	One Hundred and Fifty (150) hours.
After seventeen (17) years	5 weeks	One Hundred and Eighty-seven and one-half (187 1/2) hours.
After twenty-three (23) years	6 weeks	Two Hundred and Twenty-five (225) hours.

13.02 Payment for vacation shall be at the rate of 2% of an employee's wage earnings based on the preceding calendar year, or 37 1/2 hours pay at straight time for each week of vacation the employee is entitled to receive, whichever is the greater. For the purpose of calculating vacation pay, the Company-paid welfare benefits, which are or may become subject to personal income tax in the case of the employee, shall be excluded.

13.03 A full-time employee whose employment is terminated or who is laid off will be granted vacation pay according to the Employment Standards Act.

13.04 The vacation period will extend from January 1st to December 31st. Management will establish vacation schedules within the Department with a view to maintaining an efficient working force at all times. Within these limitations employees with the greatest seniority will be given preference as to vacation dates.

- (a) The number of employees off during the prime time vacation period shall be forty (40). Employees with four (4) or more week's vacation shall have the option of three (3) weeks in prime time.
- (b) The number of employees off during periods other than the prime time vacation period shall be eighteen (18) per week.
- (c) No summer or part-time employees will be granted vacation from June 1st to September 15th.
- (d) Vacation shall not be accumulative from year to year.
- (e) The vacation schedule will be completed by March 31st of each year and posted on the bulletin board. The Company may assign vacation for all employees failing to select their vacation on/or before said date.

- (f) Other than for maintenance department employees, the Company shall have the right to assign vacations for those employees with three (3) years' seniority or less.
- (g) Prior to going on vacation, an employee will be advised in writing of his first scheduled shift upon completion of his vacation and will be required to initial same.
- (h) Maintenance personnel returning from vacation will return on a Monday shift. All other employees upon returning from vacation will not be scheduled to commence their first shift before six (6:00) A.M. on Sunday.
- (i) The maximum number of maintenance department employees off for vacation at one time shall be four (4).
- (j) The number of employees off during Christmas week shall be thirty-three (33). If December 25th falls on Sunday or Monday, Christmas week for this purpose shall be the week in which December 25th falls; if December 25th falls on any other day, Christmas week for this purpose shall be the week following that in which December 25th falls.

13.05 Any employee may apply with the Superintendent or a Senior Supervisor to relieve another employee of any classification and department who is going on scheduled vacation. Such application in writing must be submitted at least one (1) week prior to the commencement of the vacation. Providing that the Company has determined that the job is going to be relieved, such assignment shall be made by seniority, on the basis that the senior employee has the skill and qualifications to do the job in a competent manner, and shall be for the duration of the vacation. Any subsequent vacancy arising from the application of this Section shall be filled at the Company's discretion. It being agreed that the Company will not be required to strip less preferred shifts of full-time employees, the Company will however make every reasonable effort to give full-time employees preference for more desirable shifts prior to scheduling vacation relief employees on a regular basis to such preferred shifts.

ARTICLE 14 - BEREAVEMENT PAY

14.01 A full time employee shall be allowed up to five (5) consecutive days off to attend the funeral of his father, mother, brother, sister, spouse or child, and up to three (3) consecutive days off to attend the funeral of his mother-and father-in-law, and shall be paid seven and one-half (7 1/2) hours straight time pay for each day lost (up to five or three respectively) from his schedule of work, providing the employee attends the funeral. The last of these five (5) or three (3) days shall be the day after the funeral.

- (a) When the bereaved employee is unable to attend the funeral, he will be allowed one (1) day without loss of pay to attend local religious ceremonies in connection with the death. Suitable evidence of the death will be required by the Company before payment of absence is authorized.

ARTICLE 15 - JURY DUTY

- 15.01 An employee having one (1) or more years of continuous service who is called for jury duty, or is subpoenaed as a Crown witness in a criminal proceeding, will receive for each day of absence from work therefore, the difference between pay lost computed at the employee's regular hourly rate of pay for the number of regular hours the employee would otherwise have worked, exclusive of overtime and other forms of premium pay, and the amount of jury or Crown witness fee received, provided the employee reports for work during the hours he is not required to serve on the jury or as a Crown witness and furnishes the Employer with a certificate of service, signed by the Clerk of the Court, showing the amount of jury or Crown witness fee received.

ARTICLE 16 - GENERAL

- 16.01 All employees must report for work as scheduled. In cases where employees are unable to report for work at their scheduled reporting time, they must notify the Employer at least one (1) hour in advance, and must continue to make contact with the Company on a weekly basis during any absence, (with the exception of leave of absence, vacation or hospitalization), when requested in writing to do so by the Company. After being absent, employees must notify the Employer at least ten (10) hours in advance of their intention to report for work as scheduled.
- 16.02 All uniforms required by the Company will be furnished to and laundered for all employees without charge.
 - (a) An annual allowance, up to a maximum of ninety (\$90.00 dollars) per calendar year per employee, will be granted towards the purchase of safety shoes on presentation of receipt verifying proof of purchase.

Should-such purchase cost less than ninety (\$90.00) dollars, the difference shall be available for the purchase of additional safety shoes during the same calendar year on the same basis as above.
- 16.03 The Business Representative of the Union shall be permitted to visit the Bakery after first notifying and receiving approval of management, and with the understanding that there will be no interruption of production.

16.04 The employer agrees to provide a Bulletin Board in the Plant upon which the Union may post official notices after first showing same to the Plant Manager. All notices must be approved and initialled by the Plant Manager before being posted on the Bulletin Board.

16.05 The Company agrees to establish in accordance with Section 8 of the Occupational Health & Safety Act, a Safety Committee consisting of at least one (1) Union member from each floor or department. The names of the Safety Committee shall be posted on the Bulletin Board and a copy of the minutes of any safety meeting shall be posted after review by the Safety Supervisor.

- (a) The Company shall have trained personnel available for First Aid Room and the names of the First Aid personnel shall be posted on the bulletin board.

It shall be the duty of the Safety Committee, at regular intervals, to make or cause to be made inspections of the plant, and to report the existence of any condition which, in its opinion, shall be hazardous to the employee or employees. The Safety Committee shall meet at regular intervals and shall make recommendations respecting conditions which, in its opinion, require correction, and the Company agrees that it will use due diligence to avoid hazardous conditions and will make every reasonable effort to eliminate any conditions which might result in injury or illness to employees.

- (b) The Company shall provide the maintenance department with a medical kit.

16.06 All existing sickness, insurance and pension benefits shall not be diminished during the term of this Agreement.

- (a) The Company shall pay the full cost of the Ontario Hospital Insurance Plan plus any additional increase in premiums. If at any time there should be enacted any laws, or regulations, whereby the above premium is eliminated as such, or reduced, the Company contribution will be affected in a similar manner.

- (b) Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to provide at no cost to the employees, Dental Benefits for eligible employees who have completed three (3) months of continuous service. The dental plan shall be based the 1994 O.D.A. schedule of fees.

- (c) If an employee is injured while at work and is required to leave the Bakery for medical attention, he will be paid his regular straight time hourly rate of pay for the balance of his shift during which the accident occurred, provided such injury requires his absence from work for the balance of the shift.

16.07 Employees of the maintenance classifications are expected to have available such equipment as is essential for each employee to perform the normal requirements of his job. In this regard, the Company will provide such employees with a tool allowance in the amount of \$175.00 per contract year, to be paid as soon as possible following the mid-point of each contract year to such employees who have been at work for at least six (6) months during the one (1) year period immediately prior to said mid-point, and are at work on the mid-point date. An employee, who otherwise qualifies, who is not at work on the mid-point date shall receive payment upon his return to work. The Company shall replace machine bits, taps, or Allen keys, which have been broken or worn out on the job, providing that the item to be replaced is turned in at the time the request is made.

ARTICLE 17 - SEVERANCE PAY

17.01

Section 1 It is agreed that each full-time employee, who is displaced from his employment by reason of the permanent closing of an entire plant or the permanent closing of a department thereof, shall be compensated for such displacement provided he has been actively employed by the Employer for a period of at least three (3) years from his last date of hire.

An eligible employee's compensation for his displacement shall be on the basis of twenty (20) hours of severance pay at his straight time hourly rate of pay for each full year of such employment commencing with the fourth (4th) year thereof. Payment under this formula shall be limited to a maximum of six hundred (600) hours severance pay, or that provided by the Employment Standards Act, whichever is greater.

Section 2 The above described Severance Pay will not be paid to:

- (a) Any employee who is offered employment with the Employer in another plant of the Employer which is located within fifty (50) miles from the employee's place of employment. Such offers of employment if made shall be in accordance with the seniority provisions of the contract.
- (b) Any employee who accepts a job with the Company at any location.
- (c) Any employee who voluntarily quits or is discharged for cause before he is separated from employment by the Company.
- (d) Any employee who, at the time of separation, is eligible for a Pension.
- (e) Any employee accepting Severance Pay shall forfeit and cease to have any seniority and recall rights as provided for in this Agreement.
- (f) Any employee re-employed after receiving Severance Pay shall be considered a new employee from the date of re-employment.



- Section 3 (a) In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of eighteen (18) months. At any time during such period, however, he may request his Severance Pay and his right of recall and seniority shall terminate as of that date.
- (b) If such employee has not been recalled by the end of such period, he shall be paid his severance pay, and his right of recall and seniority shall terminate as of that date.

ARTICLE 18 - LAYOFF

- 18.01 Notice will be given in accordance with the Ontario Department of Labour Employment Standards Act.

ARTICLE 19 - RECALL

- 19.01 Recall from lay-off shall be on a seniority basis.

ARTICLE 20 - STUDENTS AND PART-TIME EMPLOYEES

- 20.01 No students and/or part-time employees shall work during a lay-off. Notwithstanding the foregoing, in the event emergency work arises requiring immediate help, the Company will endeavour to notify by telephone in the presence of a Union Steward or in his absence a member of the bargaining unit, seniority employees on lay-off but subject to such recall as indicated on the notice of lay-off, of the availability of such work. If such laid-off seniority employees cannot be so contacted, then the work may be assigned to part-time employees.
- 20.02 Students and part-time employees shall not have preference of work on day shifts.
- 20.03 Part time employees and Vacation Relief employees shall not work in excess of seven and one-half (7 1/2) hours in a day, unless full time employees on the shift on duty who are qualified to do the work in a competent manner are not available.

ARTICLE 21 - DURATION AND TERMINATION

- 21.01 This Agreement shall continue in effect to and including the 11th day of March, 2000.

Unless either party notifies the other party in writing during a period of not more than ninety (90) days and not less than sixty (60) days prior to the 8th day of March, 1997, or any succeeding anniversary date of its desire to terminate or amend the Agreement, then it shall continue in effect from year to year thereafter.

21.02 Negotiations shall begin within twenty (20) days following notification for amendments as provided in 21.01 above, or at such time as is mutually agreed upon by the parties following notification.

IN WITNESS WHEREOF, each of the parties caused this Agreement to be signed by its duly authorized representatives this Day of _____, 1997.

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"

The following are the present Company benefits.

Subject to the terms and conditions of the Master Plans and Policies relating thereto, the Company agrees to continue in effect the Group Insurance Plans on the basis that the payments of the applicable premiums therefore shall continue to be made on the same basis as in effect immediately prior to the execution date of this Agreement.

Sick benefit shall be paid commencing on the third day of an absence, except that payment out of the Plan and subject to Plan provisions, shall be made starting on the first day of an absence if the employee is hospitalized. Should an employee, who has returned to work following an absence in excess of three (3) weeks, have a re-occurrence of the identical problem, that results in his absence within one week of his return, he will qualify for benefits commencing with the first day, providing he has outstanding benefits available under the sick benefit plan. (Subject to approval by Management and receipt of Doctor's Certificate as follows).

1 year to 2 years	2 Weeks Full Pay	3 Weeks Half Pay
2 years to 5 years	3 Weeks Full Pay	5 Weeks Half Pay
5 years to 10 years	5 Weeks Full Pay	7 Weeks Half Pay
10 years to 15 years	8 Weeks Full Pay	5 Weeks Half Pay
15 years to 20 years	10 Weeks Full Pay	3 Weeks Half Pay
Over 20 years	13 Weeks Full Pay	nil

Long Term Disability @overage - Eligible after two (2) years full time service. (Company pays half the premium cost). Plan on the same basis as before but changed to provide a monthly income of 65% of the employee's basic monthly earnings, effective on April 13th, 1980 (70%, effective May 1, 1989); also, to provide for employees who commence an absence after the effective dates, a cap of \$1,200.00 per month effective January 1, 1988, and \$1,400.00 per month effective January 1, 1989, and \$1,600.00 per month effective May 1, 1989; L.T.D. premiums for an employee who has exhausted Company sick benefits, and is in receipt of U.I.C. Disability Benefits, shall be waived for the period prior to such employee receiving L.T.D. benefits.

Free Group Life Insurance - Eligible after six (6) months full-time service.

Free Accidental Death & Dismemberment Insurance - Eligible after three (3) months full time service.

The Company agrees to provide, at no cost to the employees, post-retirement life insurance in the amount of \$1,500.00 for each employee who elects retirement, payable to the employee's designated beneficiary.

The Company pays the full cost of the Extended Care Benefits Plan. Such Extended Care Benefits Plan includes an optical plan on the basis of a twenty-five (\$25.00) dollar single and family deductible, and providing a benefit for up to one hundred and ten (\$110.00) dollars over two (2) consecutive years for frames, lens, and prescription glass, and up to two hundred (\$200.00) dollars over two (2) consecutive years for artificial eyes, services of visual training, and non-cosmetic corrective prescription contact lens, resulting from visual acuity of less than 20/40 or corneal disease (special cases only).

Pension - The Company will provide a separate retirement plan replacing the existing plan, to be set up within the A & P Canadian Employees' Retirement Plan Trust, and to become effective August 3, 1980.

Normal Retirement Age - 65 years.
Period of Eligibility - 1 year.
Vesting - Age 45 years and 10 years service.
Spouse's Allowance - 40%.

Past Service Credits - Effective January 1, 1993, \$17.00 per month per year of service not including the qualifying year.

Future Service Benefits - Effective January 1, 1992, \$18.00 per month per year of service. Effective October 1, 1992, \$19.00 per month per year of service. Effective March 1, 1993, \$20.00 per month per year of service. Effective June 1, 1993, \$21.50 per month per year of service. Effective April 1, 1994, \$23.00 per month per year of service.

Plan benefits to be in addition to benefits provided by C.P.P. and O.A.S.

Five (5%) percent per year actuarial reduction for early retirement after age 55, effective August 3rd, 1980. Effective May 1, 1989, early retirement at age sixty-four (64) and ten (10) years credited service shall be with no actuarial reduction.

Credited service to a maximum of forty (40) years not including the qualifying year, for any retirement after March 13, 1993.

The implementation of the following amendments are subject to the prior approval by the governmental regulatory agencies:

"Contributory Benefits - Effective January 1, 1998, \$20.00 per month per year of contributory service to a maximum of forty (40) years of contributory service.

Member Contributions - \$12.10 per week, to be redetermined as of January 1, 2000 and every two years thereafter based on the most recent available actuarial valuation of the plan, to fully support the cost of the Contributory Benefits. No contributions required from members after forty (40) years of contributory service.

Pension Buy-Back - Effective January 1, 1998, the plan will allow members to purchase additional past service pensions at their own cost and within the limits allowed by the Income Tax Act (Canada).

LETTER OF UNDERSTANDING

Bakery, Confectionery & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11,
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the **Collective** Agreement dated the 23rd day of May, 1997, relating to the following matter.

If the Company relocates all or part of its Bakery at 135 Laughton Avenue, Toronto, Ontario, to any location within a 175 Kilometre radius from the nearest boundary of Metropolitan Toronto, the Company shall recognize Local 264, of the Bakery, Confectionery & Tobacco Workers International Union and the terms and conditions of the Collective Agreement between the parties at the new location. Should the relocation of all or part of the Bakery at 135 Laughton Avenue as set out above result in the lay-off of an employee at this location, such employee shall be entitled to a further twelve (12) month period of recall in addition to that provided under Section 8.05 (c). Such extension of recall rights shall be subject to the provisions of Article 17.01, which in turn shall have the period referred to in Section 3 (a) extended for eligible employees for a period of up to twelve (12) months.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

LETTER OF UNDERSTANDING

Bakery, Confectionery & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 23rd day of May, 1997, relating to the following matter.

The Chief Steward or his designate shall be allowed to view a weekly schedule upon request in the presence of a Supervisor.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

LETTER OF UNDERSTANDING

Bakery, Confectionery & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11,
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 23rd day of May, 1997, relating to the following matter.

The appointment of a single arbitrator subject to the provisions of Article 6 shall be allowed provided that both parties are in agreement in each case, and further, that the parties can reach agreement on the selection of the single arbitrator.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

LETTER OF UNDERSTANDING

Bakery, Confectionery & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11,
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 23rd day of May, 1997 relating to the following matter.

Any error resulting in a shortage in a employee's pay in excess of fifty (\$50.00) dollars will be adjusted no later than the end of the employee's shift following the day that the employee brings the shortage to the Company's attention. Any error resulting in a shortage of fifty (\$50.00) dollars or less which is brought to the Company's attention by Friday will be adjusted in the pay for the following week.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

LETTER OF UNDERSTANDING

Bakery, Confectionery: & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 23rd day of May, 1997, relating to the following matter.

The employee assigned the responsibility of working in the capacity of chief operating engineer on a regular basis shall receive a premium of twenty-five (.25¢) cents per hour while at work. It is further understood that this assignment may at some point be restored to a member of Supervision.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

LETTER OF UNDERSTANDING

Bakery, Confectionery & Tobacco Workers
International Union, Local 264,
6655 Kitimat Road, Unit #11
MISSISSAUGA, Ontario.
L5N 6J4.

Attention: Mr. R. Piercey

Dear Sirs:

This will confirm the understanding reached by the parties during negotiations with respect to the currency of the Collective Agreement dated the 23rd day of May, 1997, relating to the following matter.

Temporary openings in positions above General Help, arising in the production of fruit cake, shall be posted. The filling of such temporary openings shall be on a seniority basis provided the employee has the qualifications to do the job in a competent manner. At the end of the temporary work assignment, the employee shall be returned to his regular job.

Sincerely,

TAZ:pem

T.A. Zakrzewski
Vice President,
Labour Relations

The foregoing is hereby acknowledged and agreed to on behalf of the Bakery, Confectionery & Tobacco Workers International Union, Local 264.

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