

COLLECTIVE AGREEMENT

BETWEEN:

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**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

- and -

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

ARTICLE 1 - UNION RECOGNITION

**1.01** The parties hereby agree that this Collective Agreement shall cover all employees of the Company save and except salesmen and office staff, non-working foremen and persons above the rank of non-working foreman and truck drivers.

**1.01(b)** Persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period shall not be included in the bargaining unit. Such employees will not be used in such a way that it causes the layoff of a bargaining unit employee or prevents the recall of a bargaining unit employee provided such bargaining unit employee has the qualification, skill and ability to perform the required work

**1.01(c)** If there is a one (1) day shutdown on Friday, the Company will assign cleaning work normally performed by part-time employees on Saturdays to full-time employees at their appropriate regular wage rate for the number of staff required on such Fridays. The Company will post a list which interested employees must sign. The assignment of such work will be given to the senior employee who is competent and able to perform the work without supervision.

ARTICLE 2 - UNION SECURITY

**2.01** All present employees covered by this Agreement shall, as a condition of employment, sign and provide the Company with dues deduction authorization form as agreed upon.

**2.02** When new employees are required, any so employed, shall become and remain members in good standing of the Union as a condition of employment. The Chief Steward shall be given a list of all new employees with their names and date of hire.

**2.03** Any employee subject to the provisions of this clause who fails to remain in good standing with the Union shall be discharged within a reasonable period of time after an explanation of reasons for the Union's request for discharge, which is acceptable to the Company is received.

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**2.04** The Union agrees that all employees shall be admitted to membership and subjected to disciplinary action only in accordance with the by-laws of the Bakery, Confectionery, Tobacco & Grain Millers International Union, Local 264 and the Book of Rules of the Bakery, Confectionery & Tobacco Workers' International Union.

**2.05** Notwithstanding other provisions in this Collective Agreement, when an employee declares in an Affidavit that his or her religious convictions prevent him or her from becoming, being or continuing to be, either a member of or financial supporter of the Union, they will not be required to become a member of or provide financial support to the Union provided that they pay the equivalent of trade union dues to a charitable organization of their choice, registered as such under ~~Part~~ 1 of the Income Tax Act of Canada. This provision applies to all present employees, ~~as~~ well as to all future employees who have such religious convictions.

**2.06** There shall be no discrimination against any employee because of their race, colour, creed, age or sex.

### **ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATION FEES**

**3.01** The Company agrees to deduct from the pay of the employee who has completed his probationary period ~~an~~ amount equal to regular Union dues and initiation fees from the first pay period in each month.

**3.02** These deductions shall be made only upon receipt of authorized forms, supplied by the Union and duly signed by the employee making the request. The Union shall notify the Company in writing of the prevailing rate of Union dues ~~and~~ any assessments or fines.

**3.03** The amount so deducted will be forwarded to the designated officer of the Local Union by the fifteenth (15th) day of the month for which the deduction was made.

**3.04** The Company in making the aforesaid deduction shall have the right to rely upon the signed authorization cards in its possession or furnished to it. The Union agrees to defend and hold the Company harmless against all claim demands and expenses, should any person at any time contend or claim that the Company acted wrongfully or illegally in making such check-off deductions, or should any person at any time contend or claim that the Company has acted wrongfully or illegally in requiring any employee to execute an authorization to deduction Union dues form.

### **ARTICLE 4 - PLANT VISITATION**

**4.01** Representatives of the Union will be allowed to visit any place where work is being performed upon giving reasonable notice of time and place of their visit to the Company. Representatives of the Union shall not abuse the privilege by keeping employees from their work.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

**5.01** The Union undertakes and agrees that while this Agreement is in operation, neither the Union or any employee, shall take part in or call or encourage any strike, picketing, sitdown, slowdown or any suspension of or stoppage of or interference with, work or production which shall in any way effect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts, and the Company agrees that it will not engage in any lockout during the term of this Agreement.

**5.02** Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by the employees; to discipline and discharge employees for proper cause;
- (b) the right to select, hire, retire at age 65 and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit;
- (c) the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of working forces, the products to be processed; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the administration of the Company's pay systems; which jobs shall be incentive jobs (the Company will inform the union prior to the implementation of the incentive job and the terms and conditions of such a program) and which jobs shall not; the number of hours to be worked; starting and quitting times. And generally the right to manage the enterprise and its businesses without interference are solely and exclusively the right of the Company.

## **ARTICLE 7 - REPRESENTATION AND GRIEVANCE PROCEDURE**

**7.01** The Union may elect or appoint from amongst employees with seniority, Stewards (one from each department and - one from each shift in the Packaging Department and a Chief Steward). If the Union cannot obtain three (3) Stewards from within the Packaging Department then one extra Steward can be elected or appointed from the Production Department. The Company agrees to recognize the above mentioned Stewards upon receipt of notice in writing. The duties of the Steward shall be to assist employees working in the department which he represents, in presenting their grievance to the designated representative of the Company, in the following manner:

### **Step No. 1**

The matter will first be taken up by the employees with the Shift Foreman or Department Head, accompanied by the Department Steward. If the Department Steward is not available, then the Chief Steward shall attend, if available and production requirements allow. Such decision (on production requirements) shall not be made in an arbitrary or discriminatory manner

No grievance shall be considered where the events giving rise to it occurred or originated more than three (3) full working days before the filing of the grievance. In the case of a monetary grievance the above noted period will be extended to seven (7) working days.

### **Step No. 2**

If the grievance is not settled by the shift foreman or department head within three (3) working days, it will then be written out on forms to be provided for that purpose, and returned to the shift foreman/department head within two (2) working days. The grievance will then be referred to the Personnel Manager who, with the Chief Steward, grievor and department steward, if necessary, will meet and discuss the grievance with the employee.

### **Step No. 3**

If the grievance is not settled at Step 2 within three (3) working days, it will then be referred to the Business Agent and the Grievance Committee (Chief Steward, department steward, and grievor) who will meet and discuss the grievance with Management Representatives. If the parties are unable to reach an agreement within five (5) days, the matter may then be referred to arbitration.

## **ARTICLE 8 - ARBITRATION**

**8.01** In the event that either party request arbitration, they will notify the other party, in writing, within five (5) days following, outlining in detail the issue to be arbitrated. It is understood that no other matters shall be brought up for discussion before the arbitrator unless it is specifically outlined, in writing, by the party requesting arbitration.

**8.02** In such an event, the Board of Arbitration shall be composed of one representative selected by the Company and one by the Union, and a third mutually agreed upon by the two representatives, who shall be Chairman of the Board. If the parties are unable to agree on a third member of the Board they shall jointly apply to the Minister of Labour for the Province of Ontario to appoint a third member (Chairman of the Board).

**8.03** The expenses of the third member of the Board shall be paid jointly by the Company and the Union.

**8.04** It is understood that the Board of Arbitration shall have no authority to render any decision which in any way modifies, changes or amends this Agreement.

**8.05** The majority decision of the Board of Arbitration shall be final and binding upon both parties, if there is no majority, the decision of the Chairman shall govern.

**8.06** Notwithstanding the provisions of Article 8.01 the Company and the Union may agree in writing upon a single arbitrator who shall have full powers as if he were a board of three arbitrators. The Company and the Union shall share the expense of the single arbitrator equally.

**8.07** Within thirty (30) working days of the giving of notice of Arbitration outlined in Article 8.01, the party referring the grievance to Arbitration must submit the name of its nominee to the other party or if it is proposing the appointment of a single Arbitrator under Article 8.06, the name of the Arbitrator it is proposing. Such thirty (30) working day period can be extended upon mutual agreement in writing.

## **ARTICLE 9 - DISCHARGE CASES**

**9.01** An employee, having attained seniority, will be discharged for:

1. Use or possession of alcohol during working hours.
2. Theft.
3. Use or illegal possession of drugs.

**9.02** An employee, having attained seniority, may be discharged for violation of Company rules and/or other just causes. New rules with respect to additional grounds for automatic termination to be added to Article 9.01 must be discussed with the Union and agreed to by the Union before they shall become effective.

**9.03** If the employee feels that he has been unjustly dealt with, such discharge will constitute a case coming up under the method of adjustment of grievances. An employee found to be unjustly discharged shall be reinstated to his former position in accordance with the terms of the settlement of the grievance.

**9.04** All cases of discharge must be considered and disposed of within ten (10) days from the date of discharge. The foreman shall inform the departmental Steward/Chief Steward/Union Officers when any employee has been discharged. No grievance shall be considered where the events giving rise to it occurred or originated more than three (3) full working days before the filing of the grievance.

**9.05** If an employee is required to attend a meeting with management where he/she is to receive a verbal or written warning, suspension or discharge, he/she will be advised of the right to have a Department Steward present. If the employee requests the presence of the Department Steward and the Department Steward is not available, the Chief Steward shall attend if available and production requirements allow. Such decision (on production requirements) shall not be made in an arbitrary or discriminatory manner.

**9.06** No disciplinary notation placed against the record of an employee will be considered for the purpose of progressive discipline after 39 months, provided that there has been no additional discipline against that employee during that period. This provision shall not apply to discipline imposed prior to the date of Ratification.

## **ARTICLE 10 - POLICY GRIEVANCE**

### **10.01**

(a) Policy Grievance

The Union may file a Policy Grievance at Step 2 of the Grievance Procedure. A Policy Grievance may not be used to bypass the regular Grievance Procedure. A Policy Grievance is defined as one which alleges a violation of a provision of this agreement and which because of the nature or scope of the subject matter, could not otherwise be instituted as an employee grievance. All Policy Grievances shall be signed by the Chief Steward or Business Agent.

(b) Group Grievance

A Group Grievance is defined as one alleging a violation of the Agreement and which concerns more than one (1) employee of the Bargaining Unit. Such grievance should be brought forward in writing at Step 2 of the Grievance Procedure. Such grievances will be processed through the balance of the Grievance Procedure and to arbitration in the same way as individual grievance.

The names of all the aggrieved employees shall be attached to the written grievance at the time it is filed with the Company as set forth above.

**10.02** The time limits as spelled out in any of the above grievance proceedings, is mandatory, but may be extended by mutual agreement between the parties. The parties agree that section 44(6) of the Labour Relations Act does not apply to the Collective Agreement.

### **ARTICLE 11 - SENIORITY**

**11.01** New employees shall be considered on probation and shall not be entitled to seniority rights until they have been employed by the Company for a period of sixty (60) worked days within a nine (9) month period. Upon completion of the probationary period, seniority shall be dated from the first date of employment. During an employee's probationary period, he or she shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.

**11.02** Seniority shall be on a plant wide basis.

**11.03** The Company, shall maintain plant wide seniority lists which will be posted on the bulletin board and the Company will also provide the Chief Steward and the Union office with copies. The seniority list shall be updated at least once every six (6) months. The current seniority list will remain as posted. In the future, if employees start work on the same day then seniority would be in accordance with the month and date of birth.

**11.04** The Company shall endeavour to give at least twenty-four (24) hours notice before requiring **an** employee to commence work on a shift other than his/her regular shift.

**11.05** In the case of layoff or recall the following factors shall be considered:

- (a) seniority
- (b) skill and qualifications.

Whereas between employees, the factors in (b) are relatively equal in the judgment of the Company, the senior qualified employee shall be retained or recalled as the case may be.

**11.06** An employee shall cease to have seniority and his employment shall be terminated for all purposes when he or she:

- (a) voluntarily quits;
- (b) has been laid off for more than twelve (12) consecutive months;
- (c) is discharged and his or her discharge is not reversed through the grievance procedure;

- (d) is absent from work for two (2) consecutive working days without a reason satisfactory to the Company;
- (e) fails to return to work promptly after the expiration of a leave of absence granted to him unless he is excused by the Company;
- (f) works elsewhere, without permission, while on a leave of absence. Any permission, if given, must be included in written authorization of leave;
- (g) fails to report for work within five (5) days of receipt of notice by registered mail to return to work from layoff, unless failure to report is for a justifiable reason.

## **ARTICLE 12 - JOB POSTING**

**12.01** A permanent vacancy (which is one which is expected to last for three (3) months or longer) occurring in any job above Class "D" classification shall be posted (posting to include the classification, wage rate and a description of job duties current at that time) on the bulletin board for a period of three (3) working days but not more than three (3) working days. Any employee wishing to apply for such posting will do so during the three (3) working days. Forms for such postings shall be supplied by the Company.

**12.02** (a) Without limiting in any way the applications of Articles 12.01, 12.04, 12.05 to other classifications contained in the Collective Agreement the following applies to the job of Maintenance Mechanic Trainee.

Because it is a newly created position which specifies a lengthy training period and involves a critical area of plant operation, the Company shall have total discretion in determining the entry requirements for the position and this shall not be the subject of a grievance.

(b) Line Mechanic

Any Employee awarded the position of Line Mechanic shall serve a forty-five (45) day probation period. During such probation period the employee shall maintain his/her rate if higher than the rate listed on the scale.

During this period the employer shall have the right to end this probation and the employee will have the right to return to their former position as will all other affected employees. Upon completion of the probationary period the employee shall be placed on the scale at the forty-five (45) day level.

**12.03** (a) A permanent vacancy for the purposes of a Maintenance Mechanic Trainee or Mechanic, shall be when that job is posted by the Company.

(b) Any employee awarded the position of a Maintenance Mechanic Trainee shall serve a three (3) month probation period. The employee shall maintain his/her rate if higher than



the rate listed on the scale. Upon completion of the probationary period, the employee shall be placed on the scale at the three (3) month level.

**12.04** In selecting applicants for posted jobs, the following factors shall be considered:

- (a) seniority;
- (b) skill and qualifications.

Whereas between employees the factors in (b) are relatively equal in the judgment of the Company, factor (a) shall govern; provided however, that management shall not exercise its judgment in an arbitrary manner. A senior applicant for positions other than those in the maintenance department (excluding line mechanic trainee) or involved in the installation of new equipment who possess the basic qualification relevant for the job but who may not possess superior skill and qualifications to another applicant will receive a reasonable familiarization period of up to five (5) days in the job applied for to determine his suitability for the job provided that within that period if either the employee or the Company removes the employee from the posted position that employee shall have the right to return to his/her previous position. During the five (5) day familiarization period the successful applicant will maintain his/her rate of pay unless he/she has held the position previously through a temporary transfer or permanent posting. A successful applicant shall not apply for another posted position for a period of six (6) months unless the posting is for a higher rated job. However, no further application for any posted position will be made for a period of six (6) months after the second successful posting. The Chief Steward shall be given a copy of all job postings and shall be notified in writing of the successful applicant.

**12.05** Jobs temporarily vacant for two (2) months or longer because of authorized leave of absence or other valid reason 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. This shall not apply to the classifications of Maintenance Mechanic or Maintenance Mechanic Trainee.

**12.06** Positions outside the bargaining unit do not come within the scope of this Agreement. However, for purposes of maintaining seniority in the Bargaining Unit, an employee accepting promotion or transfer out of the Bargaining Unit shall be subject to a probationary period of twelve (12) weeks. During this period, either the Company or the employee shall have the right to decide the suitability of the transfer. **If** the probationary period agreed upon is exceeded, the employee will upon returning to the Bargaining Unit, be employed as a new hire in the General Help or Packer classification and will not be permitted to exercise job bidding provision until a further six (6) months has elapsed.

**12.07** An employee on approved leave of absence or vacation for a period in excess of three (3) working days may, prior to the start of the leave of absence or vacation submit a list to

the Personnel Department and a copy to the Chief Steward indicating those jobs in order of preference for which they wish to apply if a permanent vacancy occurs during their leave of absence or vacation. Notice to the Chief Steward of such employee's successful application will be deemed to be notice to the employee.

If a permanent vacancy on the list occurs during his absence he shall be deemed to have applied and will be assessed in accordance with this Article and if his application is successful and the expected date of his return is within five (5) working days from the date the job is required by the Company to be filled, he will be transferred to such vacancy upon his return to work and the job vacancy will be filled by a temporary transfer until that time. This does not include the following classifications: Maintenance Mechanic, Electrician, Welder and Line Mechanic.

**12.08** (a) Any employee with less than twelve (12) months of seniority who is the successful applicant to a job posting will receive the rate of pay as per the scale for that classification unless said employee has the skill and qualification as determined by the Company.

(b) Any employee who has twelve (12) months or more seniority, and who has been awarded a new position, (except a maintenance position), shall maintain their current wage rate for the first three (3) months. Upon completion of three (3) months the employee shall be paid the twelve (12) month rate as outlined in the Collective Agreement.

**12.09** Any written test used by the company shall be relevant and reasonable.

### **ARTICLE 13 - LEAVE OF ABSENCE**

**13.01** Leave of absence to attend Union conventions, courses and conferences will be granted without pay, and without loss of seniority provided that notice of one (1) week is given to the Company and provided that not more than one (1) employee is missing from any Department at a given time.

**13.02** Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Company. Leave granted shall be in writing covering a specific period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

**13.03** If an employee is unable to return to work at the expiry of his/her leave of absence, they shall, unless it is impossible to do so, notify the Department Manager three (3) full days in advance of the expected date of return.

**13.04** An employee who has acquired at least three (3) years seniority may be allowed up to six (6) weeks leave of absence plus two (2) weeks of their vacation for overseas travel. Employees granted a leave of absence will be required to use up their complete vacation entitlement prior to the commencement of any leave. During July and August each classification shall be allowed leave of absence and/or vacation for up to fifteen percent (15%) of the employees in that classification provided it does not affect the efficient operation of the Company. If an employee overstays his leave of absence, he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry date of his leave of absence. The scheduling of the first two (2) weeks of vacation shall take precedence over applications for a leave of absence.

**13.05** Any leave of absence shall be in writing and no such leave of absence shall affect any employee's seniority rights when used for the purpose granted provided he returns to work at the expiration of his leave.

**13.06** An employee who works for another employer, without the Company's permission, while on leave of absence, will be deemed to have left the employ of the Company.

**13.07** If an employee who has had a leave of absence within the previous calendar year requests a leave of absence, other applicants in his or her Department shall be given priority over him or her.

**13.08** The Union agrees to co-operate with the Company in preventing abuses of the foregoing leave of absence provisions.

**13.09** The Company will pay eight (8) hours pay at the employee's rate for each day spent in negotiations and time is lost. It is understood that the negotiating committee for the purposes of this Article shall consist of not more than four (4) employees and they shall not be expected to work any shifts they may be scheduled for on the days the meetings are held. It is further understood that the maximum payment by the Company under this Article shall be limited to seven (7) days. The Negotiating Committee shall not be scheduled to work the midnight shift, (if they indicate they do not wish to do so), during a week in which a negotiation meeting is scheduled.

**13.10** Maternity Leave and Parental Leave without pay and without benefits shall be as required by the Employment Standards Act. An employee taking/ wishing to take maternity/ parental leave must notify the Company in writing at least two (2) weeks prior to taking such leave as per the Employment Standards Act, stating when the leave will start and when they intend to return to work.

**13.11** The Company will grant two (2) days leave of absence without pay to a new father upon request.

**ARTICLE 14 - SAFETY AND HEALTH**

**14.01** It is the desire of the Union and the Company to maintain high standards for safety in order to eliminate insofar as possible, industrial accidents and illnesses.

**14.02** Accordingly, there is hereby established a Safety Committee consisting of five (5) union members, as well as the Company representatives. Of the union side of the committee all four (4) departments (Packaging, Production, Maintenance & Warehouse) must be represented.

**14.03** 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, require correction and the Company agrees that it will use due diligence to avoid hazardous conditions, and will make every effort to eliminate any conditions which might result in injury or illness to employees.

**14.04** In each year of the collective agreement the Company shall pay a safety incentive payment of seventy-five dollars (\$75.00) to each employee who has at least one (1) year of service as of June 1st. Such payment shall be paid by separate cheque on the first pay day after June 1st.

**ARTICLE 15 - BULLETIN BOARD**

**15.01** The Union shall have the privilege to post, on the bulletin boards provided by the Company, notices etc. after first securing Management's approval. All such notices must be signed by a full-time representative of the Union.

**ARTICLE 16 - PAID HOLIDAYS**

**16.01** The following are designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Employee's Birthday
Heritage Day	

**16.02** The Company agrees to pay all employees who are subject to this Agreement, who are paid on an hourly basis, one (1) full day's pay for each of the above listed days, subject to the following conditions:

- (a) The employees must have completed their probationary period
- (b) Employee must work a full shift on the work day preceding and the work day following a paid holiday, in order to be eligible for holiday pay. New employees hired after the paid holiday and those who left the Company's employ before the holiday, shall not be paid for the holiday.

**16.03** Where a paid holiday occurs in the period in which an employee is on his scheduled vacation, then the employee will receive pay for the holiday or the employee may choose to take another day with pay at a later date. Should the employee choose to take another day the Company must be given at least three (3) weeks notice prior to the paid holiday. The choice of such other day shall be mutually agreed to between the employee and his supervisor.

**16.04** Where an employee is bona fide sick or injured and has to be sent home by Management, on the day preceding a paid holiday or the day following the paid holiday, or where an employee has been granted time off under the provisions of Article 21.01 or 21.02, such absence will not affect in any way, the granting of holiday pay.

**16.05** If an employee is absent on one of the days referred to in Section (b) and the employee submits an Attending Physicians Certificate of Verification (the doctors note must state that the employee was seen on the affected days and was unable to work), such absence shall not affect the payment of holiday pay, for the holiday affected, provided said employee is not receiving compensation from any other source for that day.

## **ARTICLE 17 - VACATIONS**

**17.01** Vacation entitlement shall be as follows:

- (i) One (1) year but less than five (5) years of seniority - two (2) weeks vacation.
- (ii) Five (5) years but less than ten (10) years of seniority - three (3) weeks vacation.
- (iii) Ten (10) years or more of seniority - four (4) weeks vacation.
- (iv) Those with twenty five (25) years or more seniority who have reached the Quarter Century Club – five (5) weeks vacation.

**17.01 (b)** Vacation time allowed off shall be taken each year from January 1<sup>st</sup> to December 31<sup>st</sup> with no carry over allowed.

**17.02** Pay for vacation to which the employee is entitled hereunder will be two percent (2%) of wages earned for each week of entitlement based on their anniversary date. Such percentage increases will be effective on the employee's anniversary date as per 17.01.

**17.03** In the event of an employee leaving the service of the Company and having not taken vacation that year he shall receive vacation pay calculated in accordance with Article 17.02 based on the wages he has earned during the vacation year up to the date of his leaving the service.

**17.04** In allocating vacations, the Company will attempt to give recognition to seniority wherever practical and where it will not interfere with the efficient operation of the Company.

**17.05** Vacation schedules will be prepared using the following procedure and shall be completed by no later than March 15th each year.

(a) Selection of first and second weeks.

(b) Selection of third and fourth weeks.

**17.06** Employees who are entitled to vacation and who take such vacation prior to June 30th on application shall receive vacation pay when the vacation is taken. On June 30th of each year the Company will pay out all accumulated vacation pay to which the employee is entitled at that date or the employee can choose to receive vacation pay at the time of taking vacation after June 30th provided notice in writing is given to the Company by June 30th.

## **ARTICLE 18 - UNIFORMS AND SAFETY SHOES**

**18.01** Where uniforms are required by the Company, the Company will provide employees with an adequate number of uniforms. Females will be supplied with four (4) uniforms. Males will be supplied with three (3) pairs of pants. Males will also receive four (4) shirts. Maintenance Department employees will be supplied with five (5) pairs of pants and five (5) shirts. The uniforms will be exchanged when they are unwearable. Employees will be supplied with four (4) aprons per year. Uniforms will be paid for by the Company. Employees will be responsible for cleaning and maintenance of uniforms supplied to them. The uniforms will remain the property of the Company.

**18.02(a)** If the Company requires employees to wear safety shoes, employees will be reimbursed by the Company in the following manner:

Effective 2010 - \$110.00

Effective Date of Ratification - \$120.00 will be paid ONLY with a receipt.

Effective June 2, 2012 increase to \$130.00 paid ONLY with a receipt.

**18.02(b)** If it is agreed by the Employer and the employee that a second pair of boots is required during the year, the Company will (upon ratification) pay \$45.00 towards the cost of such upon receipt of proof of purchase of the first and second pair of boots and the production if requested of such boots. Shoe allowance will be paid by separate cheque.

#### **ARTICLE 19 - JURY DUTY PAY**

**19.01** The Company agrees to pay a full day's pay at straight time hourly rates, for each day an employee is required to serve and does serve on any jury or serve as a crown witness, provided his or her department is scheduled to work on the days actually served on the jury or as a crown witness. The employee, however, will be required to turn in to the Company, the jury fees or witness fees and conduct money in order to receive the compensation above provided. The Company shall require an employee to prove that they have been subpoenaed as a crown witness. For employees required to serve on multiple dates, they may be required to provide proof of such attendance. The company will advise employees prior to the employee attending, that such proof is required.

#### **ARTICLE 20 - PAY ON DAY OF INJURY**

**20.01** An employee who is injured during working hours while performing his duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day he was injured at his regular straight time hourly rate exclusive of premiums for the unexpired portion of his scheduled work day.

#### **20.02 Taxi Service**

Any employee going home because of work related injury shall be supplied with suitable transportation.

#### **ARTICLE 21 - BEREAVEMENT**

**21.01** In the event of the death of a spouse or child the bereaved employee will be allowed time off to a maximum of five (5) working days without loss of pay. In the event of a death in the immediate family of an employee, the bereaved employee will be allowed time off to a maximum of four (4) working days without loss of pay. (Parent, Parent-in-Law, Brother and Sister).

**21.02** Employees who travel outside of North America for a funeral of a relative of a type named above will be allowed to schedule available vacation with the bereavement leave, providing that the Company is able to maintain an adequate qualified work force at all times. The Company will consider a request for leave of absence which coincides with the above leave. The employee will be required to provide satisfactory proof of death.

**21.03** Two (2) working days without loss of pay will be allowed off in the event of the death of a Brother-in-Law, Sister-in-Law and Grandparents. Common Law spouse as defined by the Income Tax Act will be deemed to be included under Article 21.01 provided the employee has notified the Company in writing for at least a period of one (1) year of the common law relationship.

**21.04** In the event of the death of a grandchild the bereaved employee will be allowed one (1) working day off without loss of pay.

**21.05** Employees may be required to provide satisfactory proof of death, in any of the above circumstances, if required.

### **ARTICLE 22 - CALL BACK PAY**

**22.01** An employee other than a mechanic who is called back to work outside his regular shift hours to meet emergency conditions after he has left the plant and gone home will receive not less than four (4) hours pay at his overtime hourly rate provided the call back does not abut his normal shift.

**22.02** The Mechanic shall receive as a premium effective on ratification, thirty dollars (\$30.00) for each call-in in addition to time and one-half (1½) payment for time worked.

A Maintenance Mechanic, Electrician and Electrician Programmer will be paid a minimum of fifteen (15) minutes at time and one-half (1½) if telephoned at home but not required to attend work.

The Electrician Programmer shall receive as a premium effective on ratification forty dollars (\$40.00) for each call-in in addition to time and one-half (1 ½) payment for time worked.

### **ARTICLE 23 - TEMPORARY TRANSFERS**

**23.01** An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable him to avoid layoff, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.



- (c) If the transfer is to a higher rated classification and if the transfer lasts for one (1) hour or more, the employee will receive the higher rate of pay.

## **ARTICLE 24 - HOURS OF WORK**

**24.01** It is hereby expressly understood and agreed that the provisions of this Article 24 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

- (a) Production Department, Packaging Department and Shipping Department - up to eight (8) hours per day, five (5) days per week Monday to Friday, inclusive, shall constitute a week.
- (b) Maintenance Department employees who work on Saturday if Saturday is a normal part of their work week will be paid time and one-half (1%) the straight time hourly rate for such hours worked.
- (c) If a shift that is a part of the normal work week ends on a Saturday it will be paid for at straight time rates.

### **24.02 Overtime**

Overtime shall be paid at the rate of time and one-half (1%) the employee's regular hourly wage. Such overtime shall be payable to regular full-time employees for authorized hours worked under the following circumstances but if applicable under more than one (1) section, it will be paid on the one section involving the greatest excess.

- (a) in excess of the normal work day specified in Article 24.01;
- (b) in excess of the normal work week specified in Article 24.01;
- (c) for work performed on the day observed by the Company for plant employees as designated statutory holiday;
- (d) for hours worked on an employee's scheduled day off;
- (e) for work performed in excess of thirty-two (32) hours in a week of one (1) statutory holiday and in excess of twenty-four (24) hours in a week in which two (2) statutory holidays occur.
- (f) double time for all hours worked on Sunday;
- (g) time and one-half (1%) will be paid for all hours worked within the twelve (12) hour off period.

**24.03** Time off between shifts and longer shifts: except in cases of emergency on the day when shifts are rotating, employees will be allowed a minimum of twelve (12) hours off duty between the end of one shift and the start of the new shift. Overtime opportunities will not be denied to a qualified and otherwise eligible employee solely because the employee has not had twelve (12) hours off between the end of his last shift and the commencement of the overtime shift. If such employee is allowed to work such overtime shift the provisions of Article 24.02(g) will not apply. The Company will endeavour to give twenty-four (24) hours notice of weekend overtime to be worked.

Except as required in the case of an emergency, or breakdown of equipment, overtime after the completion of daily hours shall be voluntary. The Company will attempt to allot overtime opportunity evenly among employees of each department shift in a classification who are available for overtime work and who are capable and willing to perform it. The refusal to work overtime shall be counted as an overtime opportunity. Recorded overtime of four (4) hours or less will be considered equal.

**24.04** Lunch and Rest Period: The Company will endeavour to schedule employees thirty (30) minute lunch periods so that employees will not be required to have their lunch periods earlier than three (3) hours nor later than five (5) hours after the beginning of their shift.

A paid rest period of ten (10) minutes will be provided as close to the middle of each half shift as possible. Employees shall take their rest periods when instructed to do so.

Meal Allowance: Employees will be allowed a ten (10) minute rest period if they work one (1) hour overtime or more and, employees will receive a meal allowance of \$7.00 (upon ratification) if they work two and one-half (2%) hours or more at the end of their regular shift.

## **ARTICLE 25 - SHIFT PREMIUM**

**25.01 (a)** A shift premium of fifty-eight (\$0.58) cents per hour will be paid to all employees working on the second shift and a shift premium of sixty ( \$0.60) cents per hour will be paid to all employees working the third shift. Effective June 02, 2012 a shift premium of sixty-two (\$0.62) cents per hour will be paid to all employees working on the second shift. Effective June 02, 2012 a shift premium of sixty-five (\$0.65) cents per hour will be paid to all employees working on the third (8 hour night shift) shift.

Employees scheduled to work seven (7) hours or less on the third shift will receive a shift premium of eighty-four ( \$0.84) cents per hour for each hour worked on that shift rather than sixty ( \$0.60) cents per hour.

- (b) Shift premium on overtime hours will be paid based upon the employee's regularly scheduled shift.

## **ARTICLE 26 - GROUP LEADERS**

**26.01** Group leaders will receive fifty (50¢) cents above Class "D".

## **ARTICLE 27 - HEALTH AND WELFARE**

**27.01** The Company agrees to pay one hundred percent (100%) of the premium cost for active employees who have completed their probationary period for the following plans:

- (a) O.H.I.P.
- (b) Dental Plan - The O.D.A. Fee Schedule shall have a two year lag to be effective each January 1<sup>st</sup>. (i.e January 1, 2007 the 2005 O.D.A. Schedule is implemented).
- (c) Weekly Indemnity - Sick benefits in accordance with Articles 60 and 61 of the Employment Insurance Act (16th to the 30th week). Payment shall be from the first day outpatient, first day of hospitalization, first day of (W.S.I.B.) accident, fifth day of sickness upon the following basis:

Effective on ratification weeks 1 - 15 covered by the Insurance Plan - Plan to provide for payment of seventy-five (75%) percent of wages to a maximum of \$460.00. Effective June 02, 2012 weeks 1 - 15 covered by the Insurance Plan - Plan to provide for payment of seventy-five (75%) percent of wages to a maximum of \$465.00. Cheques to be mailed to the employee's home directly.

Weeks 16 - 30 paid by Employment Insurance Commission to extent of employee's entitlement.

Effective on ratification weeks 31 - 52 covered by the Insurance Plan - the Plan will provide for payment of seventy-five (75%) percent of wages to a maximum of \$460.00. Effective June 02, 2012 weeks 31 - 52 covered by the Insurance Plan - the Plan will provide payment of seventy-five (75%) percent of wages to a maximum of \$465.00.

- (d) Canada Pension Plan - the Company to pay one hundred (100%) percent of benefits for Canada Pension Plan.
- (e) The Company will pay the full cost of the premiums for the Great West Insurance Company Drug Plan "B" or its equivalent.

- (f) Effective on ratification the Great West Life basic Optical Plan, one hundred and eighty-five (\$185.00) dollars every two (2) years per dependent under 19 years of age.

Effective June 02, 2012 the amount shall be increased to one hundred and ninety (\$190.00) dollars every two (2) years per dependent under 19 years of age.

Dependent children under age sixteen (16) who require a second pair of glasses within the two (2) year period shall be reimbursed fifty percent (50%) of the maximum for the second pair of glasses.

- (g) Prescription Safety Glasses

The Company will pay \$110.00 every two (2) years towards the cost of Prescription Safety Glasses for Welders, Maintenance Mechanics, Maintenance Mechanic Trainees, Electricians and Electrician/Programmer WITH A RECEIPT. Can be combined with Optical Plan.

- (h) **Meditrust**

Employees are encouraged to participate in the Meditrust drug program on a voluntary basis.

**27.02** The Company will maintain the payment of premiums for the above mentioned plans as follows:

1. For employees on leave of absence:

For the month in which the employee last worked.

2. For employees on layoff and for employees with less than one (1) year of seniority at the time of commencement of the absence who are absent for reasons other than leave of absence:

For the month after the month in which the employee last worked.

3. For employees with more than one (1) year of seniority at the time of commencement of the absence who are absent for reasons other than leave of absence or layoff:

Twenty-six (26) weeks from the date last worked by the employee.

4. Employees with more than two (2) years of seniority at the time of commencement of the absence who are absent for reasons other than leave of absence and layoff:

Thirty-nine (39) weeks from the date last worked by the employee.

**Pension**

The employer agrees to implement a pension plan effective January 1, 2003.

Effective June 02, 2014 the employer will increase contributions by 0.25 of a percent.

**ARTICLE 28 - TERM OF AGREEMENT**

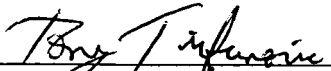
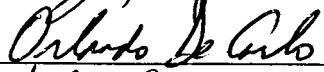


**28.01** This Agreement shall be in full force and effect from ratification until and including June 1, 2015 and thereafter from year to year until terminated or amended by either party as hereinafter provided.

Within not more than ninety (90) days and not less than thirty (30) days prior to June 1, 2015 or any subsequent anniversary date, either party may notify the other of his desire to negotiate amendments and itemized statement of desired changes shall be submitted at that time of giving notice. Negotiations with respect to the proposed amendments must commence not later than twenty (20) days after the notice of such changes have been received.

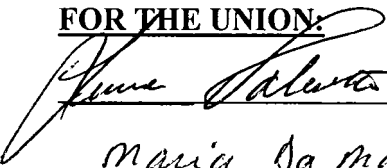
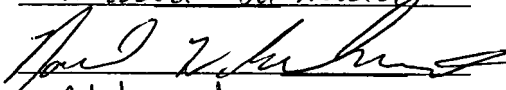
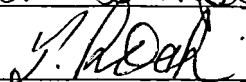
During negotiations, terms of the Agreement shall remain in full force and effect.

SIGNED at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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maria samica  
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\_\_\_\_\_  
Aldo Imperio  
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## SCHEDULE "A"

### Class "A"

Dough Mixers, Receivers, Line Mechanics, Distribution and Promotional Supplies Handler

June 02, 2010	-	\$20.43
June 02, 2011	-	\$20.73
June 02, 2012	-	\$21.03
June 02, 2013	-	\$21.38
June 02, 2014	-	\$21.83

Line Mechanic (3 years service in position) - Class "A" + 7%

Line Mechanic Trainee - After 12 months in position Class "A"

Receivers - Class "A" + 5%

Head Wafer Operator - Class "A" + .50¢

### Effective June 02, 2010

0 - 1 months	- 78% of "A" =	\$15.94
1 - 6 months	- 84% of "A" =	\$17.16
6 - 12 months	- 90% of "A" =	\$18.39
12 months	- 100% of "A" =	\$20.43

### June 02, 2011

0 - 1 months	- 78% of "A" =	\$16.17
1 - 6 months	- 84% of "A" =	\$17.41
6 - 12 months	- 90% of "A" =	\$18.66
12 months	- 100% of "A" =	\$20.73

### June 02, 2012

0 - 1 months	- 78% of "A" =	\$16.40
1 - 6 months	- 84% of "A" =	\$17.67
6 - 12 months	- 90% of "A" =	\$18.93
12 months	- 100% of "A" =	\$21.03

### June 02, 2013

0 - 1 month	- 78% of "A" =	\$16.68
1 - 6 months	- 84% of "A" =	\$17.96
6 - 12 months	- 90% of "A" =	\$19.24
12 months	- 100% of "A" =	\$21.38

### June 02, 2014

0 - 1 month	- 78% of "A" =	\$17.03
1 - 6 months	- 84% of "A" =	\$18.34
6 - 12 months	- 90% of "A" =	\$19.65
12 months	- 100% of "A" =	\$21.83

**Class "B"**

Machine Operators, Pre-Scalers, Automated Packaging Machine Operator

**Effective June 02, 2010**

1 - 3 months	-	\$15.65
3 - 6 months	-	\$16.35
6 - 9 months	-	\$17.03
9 months or more	-	\$17.70

**Effective June 02, 2011**

1 - 3 months	-	\$15.95
3 - 6 months	-	\$16.65
6 - 9 months	-	\$17.33
9 months or more	-	\$18.00

**Effective June 02, 2012**

1 - 3 months	-	\$16.25
3 - 6 months	-	\$16.95
6 - 9 months	-	\$17.63
9 months or more	-	\$18.30

**Effective June 02, 2013**

1 - 3 months	-	\$16.60
3 - 6 months	-	\$17.30
6 - 9 months	-	\$17.98
9 months or more	-	\$18.65

**Effective June 02, 2014**

1 - 3 months	-	\$17.05
3 - 6 months	-	\$17.75
6 - 9 months	-	\$18.43
9 months or more	-	\$19.10

Palletizers (when palletizing) - Class "B" + .60¢

Janitor - Class "B" + .30¢

Set Up Person - Class "B" + \$1.50

Warehouse Person - Class "B" + .50¢

Packaging Line Supplier - Class "B" + .30¢

**Class “C”**

Line Quality Control Person

Effective June 02, 2010	-	\$17.22
June 02, 2011	-	\$17.52
June 02, 2012	-	\$17.82
June 02, 2013	-	\$18.17
June 02, 2014	-	\$18.62

**Class “D”**

Packers

Effective June 02, 2010	-	\$16.07
June 02, 2011	-	\$16.37
June 02, 2012	-	\$16.67
June 02, 2013	-	\$17.02
June 02, 2014	-	\$17.47

**Class “E”**

General Help (including Cookie Grinders)

Effective June 02, 2010	-	\$16.07
June 02, 2011	-	\$16.37
June 02, 2012	-	\$16.67
June 02, 2013	-	\$17.02
June 02, 2014	-	\$17.47

Group Leader – Class “D” + \$0.50

Wafer Line Cutter – Class “D” + \$0.50



## Maintenance Mechanic Trainee

<u>1st Year in Program</u>	<u>Without Relevant &amp; Applicable Tradesman's Papers</u>	<u>With Relevant &amp; Applicable Tradesman's Papers</u>
0 - 2 mths	78% of "A"	
2 - 6 mths	84% of "A"	
6 - 12 mths	90% of "A"	
2nd Year	"A" + 1%	"A" + 2%
3rd Year	"A" + 1%	"A" + 6%
4th Year	"A" + 6%	"A" + 7%
5th Year	"A" + 6%	"A" + 11%
After five years	"A" + 10%	"A" + 12%
After six years	"A" + 10%	"A" + 13%
After seven years	"A" + 11%	"A" + 16%

## Line Mechanic Entry into Maintenance Mechanic Trainee Job

If a Line Mechanic with two (2) years experience in that position is the successful applicant for a posted Maintenance Mechanic Trainee position he shall be deemed to have completed the first year requirements of the Maintenance Mechanic Trainee program and will enter the program at the beginning of the second year at the Class "A" + 1% rate.

If a Line Mechanic with three (3) years service in that position is the successful applicant for a posted Maintenance Mechanic Trainee position he shall be deemed to have completed the first year requirements of the Maintenance Mechanic Trainee program and will enter the program at the beginning of the effective rate on ratification of Class "A" + 7% (Red Circled).

If a Line Mechanic with four (4) years or more experience in that position is the successful applicant for a posted Maintenance Mechanic Trainee position he shall be deemed to have completed the first and second year requirements of the program at the beginning of the third year at the rate of "A" + 7% (Red Circled).

## Maintenance Electrician

Class "A" + 15%

## Electrician/Programmer

Effective:

June 02, 2010 Twenty-six dollars forty cents (\$26.40) plus nine and a half percent (9.5%)

June 02, 2011 Twenty-six dollars seventy cents (\$26.70) plus nine and a half percent (9.5%)

June 02, 2012 Twenty-seven dollars (\$27.00) plus nine and a half percent (9.5%)

June 02, 2013 Twenty-seven dollars thirty five cents (\$27.35) plus nine and a half percent (9.5%)

June 02, 2014 Twenty-seven dollars eighty cents (\$27.80) plus nine and a half percent (9.5%)

**Class “E”**

Bakers Helpers (light duties)

For the first months (training period) the rate for Class “E” shall be five (5¢) cents per hour over and above Class “D” rate. After one (1) month is completed the rate for Class “E” shall be fifteen (15¢) cents per hour over and above Class “D” rate.

**Welder**

Certified Welder with applicable papers capable of performing all work required at the plant:

1st year	- “A”
2nd year & 3rd year	- “A” +3%
4th year	- “A” +5%
5th year	- “A” +8%

At the discretion of the Company a Welder hired outside the bargaining unit may be paid at “A” +5% if he has had five (5) years related skilled welding experience.

**Welder/ Fitter**

Certified Welder/ Fitter after 5 years “A” + 15%

**Maintenance Mechanic**

Less than three (3) years in position “A” +9%.

With relevant and applicable tradesman’s papers “A” +11%.

Maintenance Mechanic (over 3 years in position) “A” +11%.

With relevant and applicable tradesman’s papers on ratification “A” +19%.

**Building and Yard Maintenance Person (Qualified - One Only)**

Has followed a recognized course in landscaping and has a working knowledge of the care and maintenance of equipment used on the job.

0 - 3 mos. “B”	3 - 6 mos. “B”+ 60¢	6 - 9 mos. “B”+\$1.20	9 - 12 mos. “B”+\$1.50	12 months or more “A” +1%
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**Training:Period**

The first month of employment for all classifications shall be considered as training time and shall be paid \$1.00 per hour less than their regular rate calls for during this period.

**Tool Allowance**

The Company shall pay a tool allowance effective on ratification as follows:

<b><u>Effective on Ratification</u></b>		<b><u>Effective June 02, 2012</u></b>	
Line Mechanic	\$ 90.00	Line Mechanic	\$95.00
Maintenance Mechanic & Electrician	\$215.00	Maintenance Mechanic & Electrician	\$230.00

**Pay Cheques**

All employees to receive their pay cheques dated Thursday. Pay cheques will be placed in individual envelopes.

**Job Creation**

If any new job is created by the Company during the term of this Agreement the Company will discuss the job and the rate of pay for the job with the Union prior to the implementation of same.

**Retroactivity**

To be paid on increase at ratification.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

This letter shall be considered part of the Collective Agreement between the parties and Article 27.01(a) thereof shall be subject hereto. At such time as the provisions of Bill 47 "An Act to Impose a Tax on Employers for the Purpose of Providing Health Care..." becomes and continues binding on the Company Article 27.01(a) will become null and void.

This will not provide for a lesser benefit than is already provided for in Article 27.01(a).

Dated at Burlington, Ontario, this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

Tony Infante  
Albert DeLuca  
John Segni  
[Signature]  
\_\_\_\_\_

**FOR THE UNION:**

[Signature]  
maria da maria  
[Signature]  
Aldo Zingaro  
[Signature]  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

**RE: EMPLOYEE ASSISTANCE PROGRAM**

The Company agrees to maintain an E.A.P. program from the date of ratification until the expiry of the current contract on June 01, 2015.

Dated at Burlington, Ontario, this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

*Tony Trifunovic*  
*Albert Delors*  
*John Safami*  
*[Signature]*

**FOR THE UNION:**

*[Signature]*  
*maia da maia*  
*[Signature]*  
*Aldo Imperio*  
*[Signature]*

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

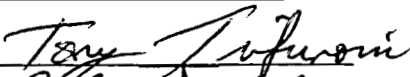
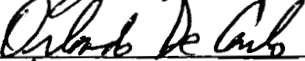

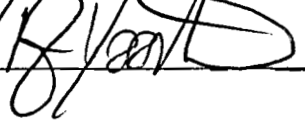
**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

**RE: SIMON TRAN**

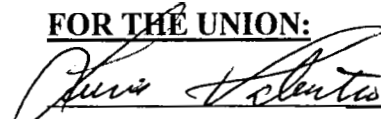
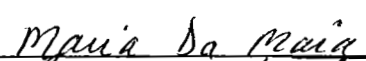
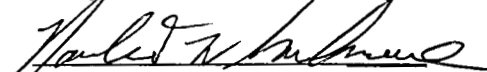
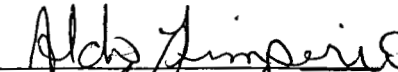

Simon Tran's wage rate will be increased to A+12%. It is understood that this arrangement is a "one off" situation because of the unique situation Simon is in and will not be replicated for any other employee present or future and this arrangement will not be considered a precedent for or referred to in any other situation with any other employee.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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**LETTER OF UNDERSTANDING**

BETWEEN:

**VOORTMAN COOKIES LIMITED**  
(hereinafter referred to as the “ Company”)

-and-

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the “Union”)

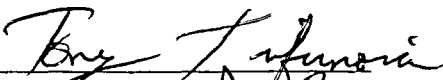




In the event of a layoff of five (5) working days or more, full time employees who are affected by the layoff will be given the opportunity to perform the work of a hand balmer if such position is required by the Company.

The rate of pay shall be class “D”

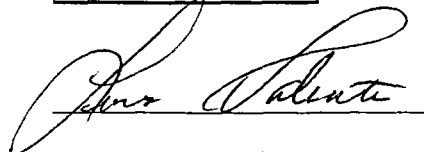
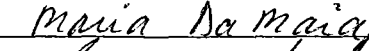
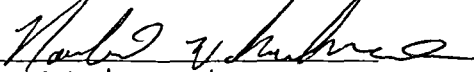
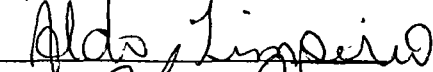

The parties shall meet to determine whether the provisions of this letter should be extended at the start of the third year of the collective agreement.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

**FOR THE UNION:**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

Group Leaders shall be members of the bargaining unit, and any permanent position required by the Company will be posted. Group Leaders shall not have any authority to hire, fire, or otherwise discipline other employees.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

Tony Trifunovic  
Charles DeCarb  
John Spaleni  
[Signature]  
[Signature]

**FOR THE UNION:**

[Signature]  
Maia da Maia  
[Signature]  
Aldo Timperio  
[Signature]



**LETTER OF INTENT**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

The Company recognizes that from time to time employees may require to use the washroom when on duty and when this is required access to a washroom will be allowed within a reasonable amount of time from the request.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

*Tony Infusoria*  
\_\_\_\_\_  
*Armando De Gato*  
\_\_\_\_\_  
*John Spilerni*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*José Valente*  
\_\_\_\_\_  
*maia la maia*  
\_\_\_\_\_  
*Roberto Kukun*  
\_\_\_\_\_  
*Aldo Imperio*  
\_\_\_\_\_  
*v. hood*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

In the event the Company creates a new job or substantially alters the duties and responsibilities of an existing classification the Company will notify the Union and, if requested, will meet and discuss whether the rate set for the new job is appropriate or if the altered classification should receive a new rate.

If the Union does not agree with the action taken by the Company, it shall have the opportunity of dealing with this matter as a grievance. If the grievance is not resolved and proceeds to arbitration the arbitrator shall only determine whether the existing classification has been substantially altered and, whether the Company rates are appropriate, and, if not, set the rate him/herself using the existing classifications and rates outlined in the collective agreement as the sole criteria. Any new rate set by the arbitrator will take effect upon the date of notice from one of the parties that the issue has been submitted to an arbitrator.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

*Roger Trifunovic*  
\_\_\_\_\_  
*Orlando De Caro*  
\_\_\_\_\_  
*John Saffari*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Luca Salento*  
\_\_\_\_\_  
*maice da mais*  
\_\_\_\_\_  
*Robert Whitham*  
\_\_\_\_\_  
*Aldo Imperio*  
\_\_\_\_\_  
*T. hash*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

Voortman Cookies Ltd. Acknowledges that it is their obligation to notify employees of a return to work from a lay-off in accordance with the terms of the collective agreement. However, employees on lay-off are encouraged to contact the company on a regular basis. This contact will be for the purpose of maintaining communication with the company. Employees should communicate immediately to the Human Resources department any change to their current home phone number or address. In addition employees on a lay-off may request to be excluded from call back for a specific period of time. Such request must be made to the department Supervisor in writing.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

Tony Trifunovic  
Orlando DeLal  
John Sclerini  
[Signature]  
[Signature]

**FOR THE UNION:**

[Signature]  
maria da maria  
Paulo W. [Signature]  
Aldo Imperio  
[Signature]

E    O    F    R    S    

**B E T W E E N :**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

- and -

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS**  
**INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

For the purposes of Saturday or Statutory Holiday day shift overtime in the Packer Classification and for the duration of this agreement the parties agree that effective September 1, 1994, regular day shift Packer employees and regular afternoon shift Packer employees will be considered as one overtime entitlement group. Each Packer employee will be deemed to have the same amount of overtime worked. The Company will attempt to allot overtime opportunity evenly for Saturday day shift overtime among Packer employees in this overtime group who are available for such overtime work and who are capable **and** willing to perform it. The refusal to work overtime shall be counted as an overtime opportunity.

If a Saturday or Statutory Holiday afternoon overtime shift is scheduled during the duration of this agreement, regular midnight shift Packer employees will be eligible to be considered for such shift if they are available for such overtime work and if they are capable and willing to perform it.

The refusal to work overtime shall be counted as an overtime opportunity.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

*Tony Trifunovic*  
*Oslando De Carlo*  
*John Scleni*  
*[Signature]*

**FOR THE UNION:**

*[Signature]*  
*Maria Da Maia*  
*Charles Umbria*  
*Aldo Timperio*  
*[Signature]*

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**VOORTMAN COOKIES**  
(hereinafter referred to as the "Company")

**- and -**

**BAKERY, CONFECTIONERY, TOBACCO & GRAIN MILLERS  
INTERNATIONAL UNION, LOCAL 264**  
(hereinafter referred to as the "Union")

**If** there is more than one employee assigned by the Company to modified duties on the Plastic Machine as a result of injury, the senior employee assigned shall be given her/his choice of shift provided that they are able to work a full shift.

Dated at Burlington, Ontario this 20<sup>th</sup> day of January, 2011.

**FOR THE COMPANY:**

*Tony Timonin*  
*Orlando De Carlo*  
*John Spleen*  
*[Signature]*

**FOR THE UNION:**

*[Signature]*  
*maia da maria*  
*[Signature]*  
*Aldo Timperio*  
*[Signature]*