

Effective Date: March 1, 1997

Expiry Date: February 28, 2000

COLLECTIVE AGREEMENT

BETWEEN: COLONIAL COOKIES, A Division of BEATRICE FOODS INC.
(hereinafter referred to as the "Employer")

AND **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL**
W O N , AFL-CIO-CLC, Local 617P
(hereinafter referred to as the "Union")

SOURCE	Company		
EFF.	97	3	01
TERM.	00	2	28
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS	CB.		

TRADE SECRETS AND SCIENTIFIC, TECHNICAL, COMMERCIAL FINANCIAL OR LABOUR RELATIONS INFORMATION SUPPLIED IN CONFIDENCE BY Peter Ferraro, Carmelait Dairy & Baking Inc. (Formerly) BEATRICE FOODS INC.: ATTENTION: Nicolas Prime (Kalm) Branck PROVIDE STATUTORY NOTICE IF DISCLOSURE IS REQUESTED.

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ARTICLE 1: PURPOSE

1.01 The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employer and its employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to ensure to the utmost possible extent the safety and welfare of the employees, the economy of operations, the quality of work and the protection of property.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent for all employees of Colonial Cookies employed at Kitchener, Ontario, save and except foreladies/foremen and other persons at or above the rank of forelady/foreman, plant nurse, transport driver, office and sales staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during school vacation period.

ARTICLE 3: NO DISCRIMINATION

3.01 It is agreed that there shall be no discrimination, coercion or intimidation by the Employer. the Union or its officers or members against any employee because of his activity or lack of activity in the Union, or due to any race, sex, colour, or religion. It is further agreed that there shall be no solicitation for members, collection of dues or other Union activity during working hours except as permitted by this Agreement. It is understood that no meeting of the Union or its members shall be held on the premises of the Employer, nor shall any of its activities be so held at any time without the prior written approval of the Employer.

ARTICLE 4: RESERVATION OF MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer and without

limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of Employer to:

a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for cause, provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided. The Employer shall notify the Union in advance before implementing any new rules or regulations.

b) select, hire, transfer, assign to **shifts**, promote, demote, classify, relieve employees from duty because of lack of work or other legitimate reasons, lay **off**, recall or retire employees and select employees for positions excluded from the bargaining unit;

c) operate and manage the business in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right to determine the number and location of the Employer's establishments and their expansion or curtailment, direction of the work force, schedules of operations, products and services to be rendered, process and **means** of production, methods, tools, work procedures, quality and quantity standards, kinds and locations of equipment and machinery to be used at any time, selection and use of materials required by the Employer; **determine** job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; study or introduce new or improved production methods or facilities; decide the number and type of employees needed by the Employer at any time, number of hours to be worked, number of shifts, starting and quitting times, when overtime shall be worked and require employees to work overtime; determine financial policies, including general accounting procedures and customer relations.

d) Without limiting the general right of the Employer to discharge employees, it is expressly understood and agreed that any of the following causes **shall** be conclusively deemed to be sufficient cause for proper discharge of an employee; drunkenness, absence without leave, disclosure of confidential information pertaining to the Employer's business, consuming **intoxicating** liquors or illicit drugs while on duty or theft.

e) Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer reserves and retains all rights, powers, and authority to manage its **business** in all respects.

4.02 **An** employee who has not completed his probationary period may be discharged without cause and at the sole discretion of the Employer.

4.03 The Employer agrees that it will not exercise its functions in Article 4 - Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5: RELATIONSHIP

5.01 The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing

employment, good working conditions, and good wages, the Employer must be in a strong market position which means it must produce at the lowest possible cost consistent with fair labour standards. The Union, through the Committee herein provided for by reason of its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will cooperate with the Employer and support its efforts to assure a full day's work on the part of its members; that it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Employer in its efforts to eliminate waste production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Employer, and the employees, the customer and the public.

ARTICLE 6: GENDER

6.01 In this Agreement, wherever the masculine gender is used it shall be construed to be the masculine or feminine as the context requires.

ARTICLE 7: UNION SECURITY

7.01 The Employer shall during the life of this Agreement deduct from each pay (including vacation pay) due to each bargaining unit employee who has completed the probation period and who has signed a payroll deduction form, the prevailing regular weekly Union dues and remit the same to the United Food and Commercial Workers International Union prior to the fifteenth (15th) day of the month following the month in which such deductions are made and shall at the same time submit a list of names of the employees from whose pay such deductions have been made.

7.02 The Union shall advise the Employer in writing of the amount of the regular Union dues authorized in accordance with the Constitution and By-Laws of the Union.

7.03 The Union shall indemnify and save the Employer harmless with respect to all dues and initiation fees so deducted and remitted under this Article.

7.04 The Employer agrees that upon receipt of written authorization in the form of a signed membership card it will deduct from the wages of seniority employees joining the Union after ratification of this Agreement the initiation fee due from him to the local Union on the first pay day of the following calendar month, and shall remit the same to the Financial Secretary of the Local Union on or before the fifteenth (15th) day of the calendar month.

7.05 The Employer agrees that it shall be a condition of employment that any employee who at the date of signing of this Agreement was a member in good standing shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within sixty-five (65) worked days following the date of their employment, and shall thereafter maintain membership in the Union in good standing. The Employer shall procure from such new employees the necessary membership application, and membership in the Union shall be granted within the above mentioned sixty-five (65) day period. For the purpose of this Agreement, employees who are or who become members shall

be deemed to maintain their membership in the Union in good standing provided they pay in accordance with the provisions of this Agreement the regularly prescribed initiation fee and regular weekly dues uniformly required of all members of the Local Union.

ARTICLE 8: STRIKES AND LOCKOUTS

8.01 a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of this Agreement there will be **no** strike, slowdown or stoppage of work.

b) The Employer agrees that there will be **no** lockout of employees during the life of this Agreement.

8.02 The words "strike" and "lockout" shall be defined **as** in the Labour Relations Act, **R.S.O. 1980, c. 228 as** amended.

8.03 The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 9: REPRESENTATION

9.01 The Employer acknowledges the right of the Union **to** elect up to nine **(9)** stewards (which includes the chief steward and assistant chief steward) each of whom shall have been on the Employer's payroll as a regular full time employee continuously for a period of six (6) months immediately prior to selection. There will be a maximum of four **(4)** stewards on day **shift**, three **(3)** stewards on **afternoon shift**, and two **(2)** stewards on night **shift**.

9.02 It shall be the steward's duty to assist eligible employees if requested, in presenting grievances under Article 10. - Grievance Procedure.

In the event an employee is to be suspended, discharged or is to receive a verbal or written reprimand which will be recorded in **his** personnel file, at the employee's request he may have a steward present to witness the discipline. Such witness requested by the employee must be selected from stewards at work at the time discipline is imposed. In the event no steward is at work at the relevant time, then the employee may select another employee who is at work at the time, **as his** witness. The witness will sign documentation for the Employer attesting to his presence at the meeting. The employee and witness, if any, will be given a copy of the discipline report which is to be recorded in **his** file.

When **an** employee has been discharged without notice, he shall be given the opportunity to interview a steward, or in the absence of a steward another employee of his choice who is at work at the time, before leaving the plant premises. Such interview will be at a place designated by management for a reasonable period of time.

9.03 The Union shall notify the Employer in writing of the name of the stewards.
e Employer shall not be required to recognize any steward until such notification from the Union has been received.

9.04 The Union acknowledges that a steward has regular duties to perform on behalf of the Employer, therefore whenever possible the steward shall conduct his activities outside regular working hours. In a situation which requires a steward's attention during working hours he shall not leave his regular duties without first obtaining the permission of the immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The steward shall return to his regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

9.05 The Employer shall recognize up to four **(4)** Union members to meet with the Employer to negotiate the renewal of this Agreement. Employees on the negotiating committee shall suffer **no loss in** pay for time spent during their regular scheduled hours of work in attendance at negotiation meetings with management. Such payment shall be for a maximum of five (5) days or up to the conciliation stage, whichever is sooner.

9.06 **A** Union steward may discuss with the foreperson or supervisor direct matters which may affect the welfare of the department **as** a whole even though at the time this matter may not constitute a grievance.

9.07 The Employer acknowledges that the Union may appoint or select a grievance committee consisting of up to three **(3)** regular **full** time employees each of whom **shall** have twelve **(12)** months continuous service prior to their selection. A list of grievance committee members **shall** be supplied to the Employer. The Employer shall be advised immediately in writing of any change in this list. Grievance committee members shall suffer **no loss** in pay for time spent during their regular scheduled working hours attending grievance meetings with management officials under Article **10 - Grievance Procedure, Clause 10.03, Step 2.**

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the parties hereto that complaints of the employees **shall** be adjusted **as** quickly **as** possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.

10.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without cause.

10.03 It is understood that an employee has **no** grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

STEP 1 If an employee has a complaint, he shall discuss it with his immediate supervisor. In order to be considered a grievance, such discussion must take place within two (2)

working days after the circumstances giving rise to the complaint first occurred or originated or the employee reasonably ought to have known of the circumstances. The immediate supervisor shall communicate his reply to the complaint within two (2) working days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence.

STEP 2 The employee shall with the assistance of a steward submit a signed, dated written statement of such grievance (on a form supplied by the Union and approved by the Employer) to the Production Manager or his designate within two (2) working days after he has received the reply of the immediate supervisor. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The wording of the grievance presented at this step may be changed or amended for the purpose of clarification at any time up to and including Step 2 but not thereafter. The Production Manager or his designate, as the case may be, shall deliver his decision in writing within two (2) working days following the day on which the grievance was presented to him. Failing settlement, then:

STEP 3 Within three (3) working days following the decision under Step No. 2 the written grievance will be forwarded to the General Manager or his designate who will hold a meeting within five (5) working days, or such other time as may be agreed by the parties, with the grievor and the grievance committee, to discuss the grievance. It is understood that a staff representative of the Union may also be present at the meeting, at the request of either party. The General Manager or his designate will give his decision in writing within three (3) working days from the date of the meeting.

10.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to him by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee. Disciplinary suspensions will be administered within six (6) weeks.

10.05 a) The Union may file a "Policy Grievance" at Step 3 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 misinterpretation or 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 individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within seven (7) working days of the initial incident giving rise to the complaint. The grievance must be signed by the Union Business Representative.

b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance procedure. The grievance shall be filed in writing with the Union by senior management within seven (7) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting.

10.06 An employee, with seniority, claiming that he has been discharged from employment or suspended without cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the Grievance Procedure providing such grievance is lodged with the Production Manager within three (3) working days of the discharge or suspension.

10.07 Saturday, Sunday and Paid Holidays shall not be considered in the calculation of time limits as outlined in this Article.

10.08 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Employer's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

10.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

10.10 Decisions arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.

10.11 If final settlement of the grievance is not reached at Step 3 then the grievance may be referred in writing by either party to arbitration as provided in Article 11 - Arbitration, at any time within fifteen (15) working days after the final decision is given in Step 3. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

10.12 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked no later than the final day for giving notice.

10.13 The Employer will notify the Chief Steward or his designated representative within one (1) working day if a seniority employee is discharged or suspended. The Employer will inform the Chief Steward or his designated representative weekly in writing of any discipline issued.

10.14 When a grievance which affects the rate of pay of an employee is settled, and as a result of such settlement the employee receives an increase in his rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing or, if an error, the date on which the error occurred. This retroactivity, however, shall be limited to ninety (90) calendar days.

ARTICLE 11: ARBITRATION

11.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 10 - Grievance Procedure, paragraph 10.02, which has been properly carried

through all the requisite steps of the Grievance Procedure outlined in Article 10 and which has not been settled or abandoned, may be referred to a Board of Arbitration, at the written request of either or the parties hereto.

11.02 The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairman chosen by the other two members of the Board.

11.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall, within ten (10) days of the appointment of the second appointee, appoint a third person who shall be **Chairman**.

11.04 Should the appointees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairman in accordance with the provisions of the Ontario Labour Relations Act.

11.05 By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three man board. In such case, the party wishing to submit the issue to arbitration, should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within ten (10) days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement clause 11.04 shall be followed. The single arbitrator shall be bound by all clauses of Article 11 in the same manner as a Board of Arbitration, with the necessary changes being made.

11.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

11.07 The decision of the Board of Arbitration including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board and in the absence of a majority decision the decision of the Chairman shall be accepted as the decision of the Board.

11.08 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.09 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairman of the Board of Arbitration.

11.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 12: LABOUR - MANAGEMENT MEETINGS

12.01 During the term of this Agreement, meetings between a union committee of three (3) employees plus the Business Representative and management may be held once per quarter. The Union and the Employer will submit an agenda of items to be discussed at least one (1) week in advance of the meeting. Meetings may be held at other times by mutual agreement.

ARTICLE 13: SENIORITY

13.01 Seniority is based upon the length of continuous **full** time employment with the Employer **since** the last date of hire but adjusted to recognize any periods of absence in which seniority was maintained but did not accumulate.

13.02 The Employer agrees to furnish to the Union office and to the chief steward a copy of the current seniority list in January and July of each year. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order. Three (3) weeks after the seniority list has been delivered to the Chief Steward, or her designate, except for obvious typographical errors, it shall be conclusively deemed to be correct for all service prior to the date of such list.

13.03 **An** employee shall be considered a probationary employee until he **has** worked a total of sixty-five (65) days within any continuous twelve (12) month period and during this period he **shall** have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

On successful completion of the probationary period, **an** employee **shall** be placed on regular staff his name shall be placed on the seniority list and his seniority shall date back sixty-five (65) Employer working days prior to the completion of his probationary period after his last date of hire. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.

13.04 An employee's seniority **shall** be forfeited and his employment **shall** be deemed to be terminated and there **shall** be no obligation to rehire under the following conditions:

a) He voluntarily resigns or quits. **An** employee shall be deemed to have resigned when:

i) He gives written notice of **his** desire to leave the Employer's employment;

ii) he is absent for more than two (2) days without having applied for and obtained a leave of absence for a definite period from the Management, or in case of provable sickness unless the Management is properly notified of such condition by the employee or **his** agent within the third day of such absence;

iii) he fails to report for work at the expiration of a leave of absence without reasonable justification, satisfactory to the Employer.

b) He retires or is retired.

c) He is discharged and not reinstated through the Grievance or Arbitration Procedure.

d) He is laid off for a period in excess of fifteen (15) months.

e) He fails to respond to recall from layoff within five (5) working days after the Employer has delivered or sent by registered mail a notice of recall to the last address on the Employer's records. The Chief Steward will be given a copy of such letter.

f) He is absent from work for more than twenty-four (24) months due to accident or illness; or becomes totally and permanently disabled. :

13.05 In selecting a candidate to fill a permanent vacancy which the Employer wishes to fill within the bargaining unit, the Employer shall consider:

i) skill, ability, qualifications;

ii) seniority.

Where the factors in (i) are relatively equal then factor (ii) shall govern.

For the classifications of General Labour, Palletizing, Service, Sanitation and Janitor, in selecting a candidate to fill a permanent vacancy for these five (5) classifications, the Employer shall consider seniority only.

13.06 a) **Full Time Job Postings**

The Employer will post vacancies in the bargaining unit for three (3) days. The job posting will include the classification, shift, range of pay and major responsibilities. Employees may apply for such posted vacancies provided that an employee who successfully obtains a posted position shall not be eligible to apply for another posting for twelve (12) months from the date he starts his new job. In order to be considered for the posting the employee must be available to commence work in the new job within four (4) weeks of the job being posted. The Employer will fill the position in accordance with Clause 13.05.

The first vacancy created by filling the original opening under the job posting procedure shall also be posted within two (2) weeks. Any subsequent vacancies caused by the filling of the first two (2) positions shall not be subject to the job posting procedure and may be filled at the Employer's discretion.

Within fifteen (15) days of the successful applicant being placed in the new job, the employee will have the right to be returned to his former position.

In the event a grievance involving job posting succeeds, all employees who were involved as a result of the original posting and back up moves will revert to their jobs held immediately prior to the job posting in question.

b) Spare Job Postings

Spare job postings will be awarded in accordance with article 13.05.

Those who are awarded and accept a spare position cannot sign another spare posting for twelve (12) months.

The Employer will endeavour to train within three (3) months (note: some positions may require less) and while on training employees will not be used in the overtime rotation in that classification.

At the end of training, the Employer will assess the capability of the applicant in the position.

During the week spares shall be utilized on their shift before posting for overtime.

13.07 In determining which employees are to be laid off and recalled from lay-off the Employer shall use the following order:

a) all students and probationary employees shall be terminated,

b) seniority employees, provided in all cases that the employees remaining on the jobs have the skill and the ability to perform the required work in an acceptable manner. The chief steward will be given a copy of lay-off notices.

13.08 The Employer will give three (3) days' notice or three (3) days' pay in lieu thereof for a lay-off from one (1) day up to four (4) days. The Employer will give one (1) work week of notice or one (1) week's pay in lieu thereof for a lay-off of four (4) or more consecutive work days. An employee whose day of layoff is a Friday will be afforded the opportunity for overtime on the following day if available. No notice or pay in lieu of notice shall be required for lay-offs caused by circumstances beyond the control of the Employer.

13.09 Notwithstanding clause 13.07 where it is necessary to reduce staff requirements on a temporary basis for one (1) day or less in a week due to lack of work or for reasons beyond the control of the Employer such temporary lay-offs shall be made at the sole discretion of the Employer. During such temporary lay-off, employees will continue to accrue seniority.

13.10 The Employer will continue with the practice in place at the time of signing this Agreement with regard to packer line seniority. This may be changed from time to time by agreement by the parties.

13.11 If employees are promoted to positions outside the bargaining unit and are subsequently transferred back to the bargaining unit they shall be credited with seniority equal to their length of continuous full time employment with the Employer.

ARTICLE 14: LEAVE OF ABSENCE

14.01 Personal Leave

a) Leave of absence without pay for legitimate personal reasons may be granted to seniority employees at the discretion of management provided that the absence of the employee will not unreasonably affect the efficient operation of the Employer. The granting of leave of absence will depend on the individual case, the urgency of the reason for the request, and the conditions existing in the Company at the time. The request shall be made in writing and the Employer's answer will be in writing.

b) An employee may request a leave of absence to be taken in conjunction with his regular scheduled vacation or for vacation purposes.

c) The employee must maintain the cost of benefits if the leave exceeds four (4) weeks' duration.

14.02 Jury Duty Leave

When an employee who has completed the probation period is required to serve on a jury, or is called upon as a Crown Witness, the Employer agrees to pay to the employee the difference between the fees received from the Crown and the employee's normal earnings calculated at straight time hours at his regular hourly rate of pay.

The Employer may require the employee to furnish a certificate of service from an officer of the Court before making any payment under this section. The employee will come to work during those regular hours that he is not required to attend Court.

14.03 Leave for Union Business

Leave of absence without pay will be granted to attend to Union business provided:

a) a maximum of two (2) employees may be on such leave at the same time;

At the sole discretion of the Employer, it may increase the maximum number of employees on such leave to four (4) employees for the union's Ontario Provincial Council Conference.

b) the request for such leave shall be submitted in writing to the Employer at least two (2) weeks in advance of the requested time off;

c) the total leave granted in each contract year shall not exceed twenty-
f (25) days.

14.04 Pregnancy Leave

a) Requests for leave of absence because of pregnancy will be granted if accompanied by a written note from the attending physician indicating the expected date of birth and his recommendation that the employee is physically able to continue working. Application for pregnancy leave of absence must be in the hands of the Employer at least **six (6)** weeks before the expected delivery date. Such pregnancy leave shall be without pay. The Employer **will** maintain benefits for up to a maximum of seventeen **(17)** weeks.

b) The employee **will** be allowed to work up to the commencement of her leave or until such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy, whichever is the earlier. **Within** three (3) months following delivery and being physically and mentally fit the employee **will** be reinstated and given credit for seniority.

In the event the employee is not **physically** and/or **mentally** fit to return to work within the time limits set out above, she may apply for an extension of up to a further three (3) month period. The request for an extension must be submitted **to** the Employer at least one (1) week prior to the expiry of her regular leave and shall include a certificate from a legally qualified medical practitioner setting out the **reasons** for the physical or mental incapacity. Such extended pregnancy leave **shall** be without pay or benefits. The employee will be given credit for seniority. **The** employee **shall** provide the Employer with satisfactory medical proof that she is **physically** and mentally fit to perform **all** of the required duties of her job prior to the expiration of **this** period of extended leave of absence.

Such reinstatement **shall** take place within **two (2)** weeks following notice of her desire to return to work subject to seniority, provided the employee **can** perform the required work satisfactorily. Upon return to work the employee will be placed on a job previously held, or one with an equal rate of pay. If the employee would not otherwise have retained her previous job and is not placed on a job **carrying** an equal rate of pay she shall, subject to seniority, be placed on a job she **can** satisfactorily perform.

14.05 Compassionate Leave

a) In the event of a death in a **full** time employee's immediate family, the employee, provided he has completed his probationary period, shall be granted a leave of absence of up to a maximum of three (3) working days without loss of pay at the employee's regular rate upon proper notification of the Production Manager or his designate. The employee shall only receive pay for his regularly scheduled work days and thus shall not receive paid compassionate leave while on any other leave of absence covered under this Article 14 - Leaves of Absence, his scheduled day **off** or vacation, a paid holiday, sickness or accident leave or worker's compensation leave.

b) **An** employee's immediate family shall mean husband, wife, common-law spouse (a person with whom the employee has cohabitated in a husband/wife relationship **for** twelve **(12)** consecutive months or more), parent, child, sister or brother, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild.

c) In the event of the death of a full time employee's aunt, uncle, niece, nephew, or great grandparents, the employee, provided he has completed his probationary period, shall be granted a leave of absence of up to one **(1)** working day without loss of pay at the employee's regular rate upon proper notification of the Production Manager or **his** designate. Such leave shall only be for the purpose of attending the funeral. The employee shall only receive pay for his regularly scheduled work day and thus shall not receive paid compassionate leave while on any other leave of absence covered under this Article **14 - Leave of Absence**, his scheduled day **off** or vacation, a paid holiday, sickness or accident leave or Workers' Compensation leave.

Employer. d) Additional leave without pay may be granted at the discretion of the

e) There shall be no loss of seniority during compassionate leave.

14.06 Leave of Absence Procedure

a) All LOAs, with the exception of those that are within seventy-two **(72)** hours of the request, should be forwarded to Human Resources. (*LOAs that are within **seventy-two (72)** hours of the requested leave should be given directly to the Supervisor.) Processing of LOAs **will** be handled daily, on a seniority basis, each twenty-four **(24)** hour period. If the leave is not approved, the **reason** for the denial of the leave **will** be indicated. Therefore the leave of absence form has been revised to indicate the **reasons** for denial; either: **staffing** (crew levels at **maximum**), or attendance(not acceptable).

b) For the purpose of LOAs only, the following absences **will** be excluded for monitoring attendance standards:

- ♦ Weekly Indemnity
- ♦ Leave of Absence
- ♦ Bereavement
- ♦ Voluntary Leave
- ♦ W.C.B.

c) Leaves of absences are not granted for personal illness or personal medical appointments. Leaves of absences are approved for legitimate personal reasons such as extended bereavement time and personal marriage. Effective August **1, 1996** LOAs will go against an employee's Perfect Attendance Record.

d) **An** employee will receive an answer within seventy-two **(72)** hours of applying for a leave.

e) Requests for LOAs for partial shifts will be accepted. However, these requests will only be considered for a four **(4)** hour duration.

f) For the purpose of Perfect Attendance Records, Union and Management have agreed that the following will be excluded when calculating perfect attendance:

- ♦ Bereavement
- ♦ Voluntary Leave

- ♦ Company Closures
- ♦ Layoffs
- ♦ WCB - on shift accident (In the event of an accident where an employee cannot complete his/her shift, the balance of the shift will be excluded. The next work day missed, however will affect perfect attendance.)

ARTICLE 15: VACATION WITH PAY

15.01 Each employee shall be entitled to an annual vacation with pay in accordance with the employee's length of continuous service as a **fill** time employee **as** at June 30th, in such year.

15.02 All **fill** time employees who have been continuously employed by the Employer for a period of one (1) year or more prior to June 30th in any year **shall receive** two (2) weeks' vacation with pay at a time or times convenient to the Employer.

15.03 The Employer will give employees three (3) months' advance notice of any plant shutdown for vacation purposes.

15.04 Vacation pay for each week of vacation entitlement **will** be computed at the rate of two percent (2%) of the employee's earnings with the Employer for time actually worked during the twelve (12) months immediately preceding June 30th in such year less taxable benefits and allowances received for that period.

15.05 Vacation entitlement of two (2) weeks must be taken within the vacation calendar year. The balance of vacation entitlement may or may not be scheduled, however, the unscheduled vacation may not be carried over into the following year. Vacation pay entitlement reference Article 15.04 remains unchanged. The vacation calendar year runs from July 1st to June 30th.

15.06 Employees covered by this Agreement will be granted annual vacation in accordance with their continuous service **as a full time employee as** at June 30th **as** follows:

- i) after six (6) months continuous service - one (1) week
- ii) after one (1) year continuous service - two (2) weeks
- iii) after five (5) years continuous service - three (3) weeks
- iv) after ten (10) years' continuous service - four (4) weeks
- v) after nineteen (19) years' continuous service - five (5) weeks.

15.07 (a) NO PLANT SHUTDOWN FOR VACATION PURPOSES

- i) Vacation Time **Up to** Three Weeks

Employees shall submit their vacation date preferences for their vacation entitlement up to three (3) weeks by March 31st. The Employer will review the requests and will post a confirmed schedule for these weeks by April 30th.

ii) Vacation Time in Excess of Three Weeks

Following the confirmation of the dates in (a)(i) above, then employees with remaining vacation weeks shall submit their vacation date preferences for such weeks of vacation in excess of three (3) weeks by May 7th. The Employer will review these requests and will post the confirmed vacation schedule by May 15th.

(b) WITH A **PLANT SHUTDOWN FOR VACATION PURPOSES**

i) Vacation Time **Up** to Four Weeks

Employees **shall** submit their vacation date preferences for their vacation entitlement up to two (2) weeks (in addition to plant shutdown weeks) by March 31st. The Employer will review the requests and will post a **confirmed** schedule for these weeks by April 30th.

ii) Vacation Time in Excess of Four Weeks

Following the confirmation of the **dates in** (b)(i) above, then employees with one remaining vacation week **shall** submit their vacation date preferences for such week **of** vacation by May 7th. The Employer will review these requests **and will post** the **confirmed** vacation schedule by May 15th.

(c) Vacation preferences submitted **after** the deadlines set out **in** (a) and (b) above, will be considered **after** all requests which are submitted prior to the deadlines are approved.

15.08 In scheduling vacation, the Employer will consider the proper and efficient operation of the business and seniority. The Employer will endeavour to accommodate request for three (3) consecutive weeks during the **summer** months.

15.09 **An** employee with less than one (1) year's continuous **full** time service as at June 30th or an employee discharged for cause will receive vacation pay in accordance with the Employment Standards Act, 1974.

15.10 Vacation pay will be paid on or about July 15th in each year. The employee may arrange to receive vacation pay at the time of taking his vacation provided this request is submitted to the Human Resources Department in writing at the time the employee submits vacation date preferences but in any case not later than April 30th.

15.11 If a Paid Holiday as set out in Article 16 occurs during the vacation of **an** employee, the statutory holiday will be scheduled **on** the Friday preceding the vacation period or the Monday following the vacation period, at the discretion of the Employer in consultation with the employee.

15.12 An employee who is eligible to receive benefits under Workers' Compensation the Weekly Indemnity plan and who completes the qualifying period prior to the scheduled commencement of vacation and who remains under the care of a doctor into the scheduled vacation will be covered under the respective benefit plan for the duration of the disability. The portion of the scheduled vacation during which the employee was disabled will be rescheduled during the remainder of the vacation year at a time mutually agreeable to the Employer and the employee.

ARTICLE 16: PAID HOLIDAYS

16.01 The following days shall be recognized as Paid Holidays:

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

In addition, there shall be one (1) day designated as a paid holiday for Heritage day to be celebrated in February at a time determined by the Employer.

Effective December 1984, there shall be one (1) additional paid holiday to be scheduled by the Employer during the Christmas shutdown period.

16.02 To be eligible for the paid holiday as set out in **16.01** an employee must have completed the probation period.

16.03 (a) An employee shall not be paid for any of the above holidays unless he works his last full regularly scheduled work day preceding and his first full regularly scheduled work day following the holiday.

(b) An employee may be absent due to his illness on his last full regularly scheduled work day preceding the holiday or his first full regularly scheduled work day following the holiday, but not both days, and upon receipt of medical evidence satisfactory to the Employer, the employee shall be eligible for payment.

(c) Notwithstanding (a) above, an employee who has not worked within five (5) work days immediately preceding or following the holiday is not eligible for payment. With respect to the Christmas production shutdown period, the five (5) day period referred to above shall be the last five (5) production days preceding and the first five (5) production days immediately following the Christmas production shutdown period.

16.04 In the event an employee works on a paid holiday his holiday pay shall be based on eight (8) or eight and one-quarter (8-1/4) hours pay, as the case may be, as defined in **16.05**. In addition, he will be paid at the rate of two (2) times his regular rate for all hours worked on such holiday.

16.05 Subject to 16.02 and 16.03 an employee is entitled to eight (8) or eight and e-quarter (8-1/4) hours pay at his basic straight time rate for each of the paid holidays specified in 16.01.

16.06 a) If any of the holidays in Article 16.01 fall on a Saturday and/or Sunday, the parties will agree to observe the holiday(s) during the preceding and/or the following week.

b) In scheduling the paid holidays for Canada Day and Remembrance Day, the Employer will schedule such holiday to meet the needs of the business, on the Monday or Friday in the week of the holiday.

ARTICLE 17: HOURS OF WORK AND OVERTIME

17.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week nor of days of work per week.

17.02 The regular work week scheduled by the Employer is as follows:

Crew Leader, Oven Captain and General Maintenance Labour • Five (5) shifts of eight and onequarter (8-1/4) hours.

All Others • Five (5) shifts of eight (8) hours

The Employer will post work schedules. When it is necessary to change the employee's schedule on a permanent basis, the Employer will endeavour to give as much advance notice as possible. Employees are required to be at their work station at the commencement of their Shift.

Effective January 1, 1997, the Employer shall give five (5) working days notice when it is necessary to change the employee's schedule on a temporary basis.

17.03 Overtime

Overtime may be declared by the management from time to time as required. Employees required by the Employer to work in excess of the regular work week hours in any one (1) week or in excess of the regularly scheduled daily hours shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate for all such authorized overtime worked.

17.04 Work performed on Saturday shall be paid for at the rate of time and one-half (1-1/2) the employee's hourly rate. It is understood that this does not apply to regular hours of work on the third (3rd) shift.

17.05 Work performed on Sundays shall be paid for at the rate of double (2) the employee's hourly rate. It is understood that this does not apply to regular hours of work on the third (3rd) shift.

17.06 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

17.07 If an employee reports for work at his regularly scheduled time and there is no work available for him on his regular job he will be given four (4) hours work at some other job, or four (4) hours' pay at his regular hourly rate, unless he has received previous notification not to report for work. This clause will not apply if work is not available as a result of causes beyond the reasonable control of the Employer.

17.08 An employee, who, after leaving the Employer's premises, is called to return to the plant for an emergency shall be paid for a minimum of four (4) hours at his regular rate.

17.09 There shall be two (2) paid breaks of twenty (20) minutes duration during each shift scheduled by the Employer. The Employer will continue its present policy with regard to bathroom breaks. Such bathroom break shall not exceed five (5) minutes.

An employee scheduled to work overtime of one and one-half (1-1/2) hours or more immediately following the completion of his regular shift, shall be granted a ten (10) minute paid break prior to starting the overtime shift.

An employee scheduled to work an overtime shift of four (4) hours will be granted a paid break of twenty (20) minutes duration during such shift scheduled by the Employer.

17.10 Overtime opportunities will be distributed as equally as possible among those employees normally performing the work.

CURRENT PROCEDURE:

Opportunities will be on the basis of a rotating plant seniority list Monday to Friday.

If the need for overtime is known in advance, overtime will be scheduled following availability of signed spares and skill and ability on the shift requiring overtime for each classification.

- 1) Classification on the current (outgoing) shift.
- 2) Classification on the next (incoming) shift.
- 3) Spare in classification on the current (outgoing) shift.
- 4) Spare in classification on the next (incoming) shift.
- 5) In all cases where the overtime is known to be of a full shift duration (eight hours), the Employer would attempt to split the overtime, four hours to the current shift and four hours to the incoming shift.

If the need for overtime is to cover off previously unknown absences, the employee requested to work overtime may ask the duration of such overtime. The supervisor will

either give an indication, in hours or minutes, or the supervisor will indicate the duration of the overtime is **unknown**. Should the supervisor indicate a time frame in hours or minutes, then the Employer will consider that time frame as the minimum amount of overtime to be worked and will remunerate accordingly. The employee will make **his** decision to work the overtime or not to work the overtime **on** either scenario.

Weekend overtime opportunities will be scheduled by:

- 1) Classification **on shift**.
- 2) Signed spares to the classification **on shift**.
- 3) Classification **off shift**.
- 4) Signed spares to the classification **off shift**.
- 5) Skill, ability, qualifications **on shift**.

on the basis of a rotating plant seniority List

- 1) Three **shifts** scheduled - overtime opportunities on **normal shift**.
- 2) Two **shifts** scheduled - overtime opportunities on normal **shift**. **Shift** not scheduled *can* elect **preferred shift**.
- 3) One **shift** scheduled - overtime opportunities to **all shifts**. In all cases, opportunities and acceptance are tracked and rotated to equalize between employees normally performing the work

17.11

- a) Employees Excluding Maintenance Department

Overtime will be voluntary except in case of an emergency. **This** is not intended to increase production. The Employer will discuss the emergency with the Chief Steward.

- b) Maintenance Employees

From time to time the Employer will require maintenance employees to work overtime. If the Employer cannot meet its requirements through requests for volunteers it shall assign such overtime work to qualified maintenance employees who are at work at the time in reverse order of seniority. Overtime will be mandatory in case of an emergency.

17.12

Hours paid for a "paid holiday" shall be considered as hours worked when calculating overtime in such week.

17.13

Employees are hired to work **on** a specific **shift** by the Employer as a condition of their employment. The Employer may temporarily assign employees to another shift, but it is understood the employee will return to **his** original **shift** when **so** directed by the Employer.

It is understood this clause does not prevent the Employer from hiring maintenance employees to work on a regular rotating shift schedule in order to meet the needs of the business. Employees promoted or transferred to the maintenance mechanic classification shall work the rotating shift schedule.

ARTICLE 18: ABSENCE FROM WORK

18.01 An employee is required to meet the reasonable standards of physical fitness established by the Employer. An employee, absent due to sickness, accident or injury may be required to submit proper medical proof relating to such absence. If the proof is not satisfactory, the Employer, if desired, shall have the employee examined by a physician selected by the Employer at its expense.

18.02 An employee, absent from work because of accident or sickness certified by a doctor, will accumulate seniority while off work for the lesser of a period equal to his seniority at the commencement of his absence or twenty-four (24) months. During such period the employee will be reinstated to his job, providing no lay off is in effect, or such other job he may be entitled to under the Seniority Article of this Agreement, and further provided he can perform all of the required duties of the classification in a manner satisfactory to the Employer.

18.03 In the case of absence, it shall be the responsibility of each employee so absent to notify the Employer of the reasons for his absence, the expected duration and where he may be reached relative to such absence.

18.04 In order for the Employer to properly schedule, employees are required to give the Employer advance notice if they will be absent from a scheduled regular or overtime shift. Failure to give advance notice without reasons satisfactory to the Employer will result in progressive discipline.

ARTICLE 19: WELFARE BENEFITS

19.01 The Employer shall provide the following benefits, in keeping with the regulations of such plans, in effect on the effective date of this Agreement for all permanent full time employees with three (3) months' continuous active service:

- a) Group Life Insurance
- b) Weekly Indemnity
- c) Major Medical

Life Insurance:

The Group Life Insurance benefit is \$18,000.00. The accidental death benefit is \$18,000.00.

Effective February **28, 1998**, the Group Life Insurance benefit will increase to **\$25,000.00**.

Vision Care:

a) The Employer will pay the full premium cost to provide vision care coverage of one hundred (\$100.00) dollars per twenty-four **(24)** month period under the Major Medical Benefit in accordance with the terms and regulations of the plan.

Effective February **28, 1998**, the Employer will pay the full premium cost to provide vision care coverage of one hundred and **fifty (\$150.00)** dollars per twenty-four **(24)** month period under the Major Medical Benefit in accordance with the terms and regulations of the plan.

Prescription Drugs:

The prescription drug benefit **has a** deductible of thirty-five **(35)** cents.

Weekly Indemnity:

a) Effective March **1, 1988**, the Employer **will** arrange with the Carrier to have the plan amended to provide first day coverage to an employee who **has** surgery performed **on** an out-patient basis at **a** hospital.

b) The plan provides a three (3) scheduled work day waiting period.

19.02 The Employer will provide a booklet outlining the benefits provided by the plan.

19.03 If government legislation is enacted during the term of this Agreement which establishes **a** plan of benefits which duplicates any of the benefits provided by the Employer's plan, resulting in **a** reduction in the cost of such benefits to the Employer, the **Union** agrees that any such cost reduction will be absorbed by the Employer.

19.04 Ontario Health - The Employer will contribute one hundred percent **(100%)** of the cost for Ontario Health (Employer ~~Health~~ Tax).

19.05 The Employer will maintain Employer paid benefits during an employee's absence due to **sickness** or accident up to a maximum of two **(2) years** from the date of disability. **In** the case of maternity leave these benefits will be maintained up to a maximum of seventeen **(17)** weeks. The specific benefits to be maintained are: Life Insurance and Major Medical.

19.06 Effective February **28, 1997**, employees who retire between the ages of **55** and **64** will receive Major Medical benefits for the period of one **(1) year** following their date of retirement.

19.07 Dental Plan:

A Dental Plan (UFCW Plan or equivalent) will become effective March **1, 1999**. The Employer will contribute the equivalent of **\$0.21** per hour worked to the plan.

ARTICLE 20: PENSION

20.01 Effective January 1, 1984, the Employer will implement a future service pay plan, non-contributory, which will provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of seven (\$7.00) dollars per month per years of future credited service from January 1, 1984.

20.02 Effective January 1, 1986, the Employer will amend the future service pay plan, non-contributory. to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of nine (\$9.00) dollars per month per years of future credited service from January 1, 1986.

20.03 Effective January 1, 1988, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirteen (\$13.00) dollars per month per years of future credited service from January 1, 1988.

20.04 Effective January 1, 1989, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of fifteen (\$15.00) dollars per month per years of future credited service from January 1, 1989.

20.05 Effective January 1, 1990, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of eighteen (\$18.00) dollars per month per years of future credited service from January 1, 1990.

20.06 Effective January 1, 1991, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-one (\$21.00) dollars per month per years of future credited service from January 1, 1991.

20.07 Effective January 1, 1992, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-four (\$24.00) dollars per month per years of future credited service from January 1, 1992.

20.08 Effective January 1, 1993, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-seven (\$27.00) dollars per month per years of future credited service from January 1, 1993.

20.09 Effective January 1, 1994, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty (\$30.00) dollars per month per years of future credited service from January 1, 1994.

20.10 Effective January 1, 1995, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-three (\$33.00) dollars per month per years of future credited service from January 1, 1995.

20.11 Effective February 28, 1997, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-four (\$34.00) dollars per month per years of future credited service from January 1, 1997.

20.12 Effective February 28, 1998, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-seven (\$37.00) dollars per month per years of future credited service from January 1, 1998.

20.13 Effective February 28, 1999, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of forty (\$40.00) dollars per month per years of future credited service from January 1, 1999.

ARTICLE 21: WAGES

21.01 Attached hereto and forming part of this Agreement is Appendix "A" - Wages and Classifications - Employees hired before March 30, 1996 and Appendix "B" - Wages and Classifications - Employees hired after March 30, 1996.

21.02 Premiums

a) Shift Premiums

The following premiums will be paid for all hours worked on the designated shift:

Afternoon	Night
\$0.30	\$0.37

b) Creamer Operator trained to operate the Mondo/Capper will be paid a premium of fourteen (\$0.14) cents per hour while operating the Mondo/Capper.

21.03 An employee promoted to a higher classified job will not receive less than the rate in his previous position.

21.04 An employee may be hired at a rate higher than the "Start" rate and/or may progress through the wage increments in less time than set out in the wage schedule.

Effective March 30, 1996, all regular full time employees on the active payroll of the Employer, will receive an increase of seventeen (17) cents per hour.

Effective March 1, 1997, all regular full time employees on the active payroll of the Employer hired prior to March 30, 1996, will receive an increase of thirty (30) cents per hour.

Effective March 1, 1998, all regular full time employees on the active payroll of the Employer hired prior to March 30, 1996, will receive an increase of twenty-five (25) cents per hour.

Effective March 1, 1999, all regular full time employees on the active payroll of the Employer hired prior to March 30, 1996, will receive an increase of ten (10) cents per hour.

Following the increase set out above, employees who are receiving a rate in excess of the rate for their job classification as shown in Appendix "A" will retain such "off-rate" while they continue to work in that job classification.

21.05 Each new employee hired after March 30, 1996 will receive seventy-five (75%) percent of the wage rate of "Appendix A". As each subsequent collective agreement is negotiated, all employees will receive, if negotiated, an increase but the relationship of wages for new employees hired after March 30, 1996 will always remain at seventy-five (75%) percent of the wage rate of employees hired before March 30, 1996.

ARTICLE 22: GENERAL

22.01 a) There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon the Employer's property, or upon the Employer's time, except as herein provided.

b) Notices of importance to employees or notices of Union meetings shall be submitted to the Production Manager for approval prior to posting on bulletin boards customarily used for such purpose.

22.02 The Employer agrees to supply suitable work clothing to employees as required by Company policy or food and drug legislation. Such work clothing will be laundered by the Employer.

The Employer shall have the right to deduct the cost of such work clothing not turned in from the balance of the employee's pay owing to him at the time he leaves the employ of the Employer.

Gloves, hairnets and head coverings specified by the Employer as required for work will be supplied to the employees.

22.03 Once per contract year the Employer will reimburse maintenance department employees up to seventy-five dollars (\$75.00) for replacement of needed hand tools subject to prior approval of the maintenance superintendent and upon presentation of a receipt for the purchase.

22.04 Crew Leader

A crew leader shall be defined as a person who performs work and directs the work of others. She shall not have the authority to hire or fire bargaining unit employees.

Safety Shoes

The Employer agrees to reimburse those employees required by the Employer or the Ministry of Labour or who request to wear safety shoes and who purchase approved safety footwear up to fifty dollars (\$50.00) for their personal use in the plant.

Effective February **28, 1998**, the Employer agrees to reimburse those employees required by the Employer or the Ministry of Labour or who request to wear safety shoes and who purchase approved safety footwear up to seventy-five dollars (**\$75.00**) for their personal use in the plant.

Such reimbursement is conditional on:

- a) the employee providing a detailed receipt of purchase, and
- b) the employee wearing such safety footwear at **all** times while in the plant.

22.06 It is the responsibility of each employee to notify the Employer (Human Resources **Office**) of any change in his home address and mailing address, telephone number and marital status. Failure to keep the Employer informed of the above matters will relieve the Employer of any responsibility for failure to comply with any part of this Agreement where such information **is necessary** in order to comply.

22.07 A verbal **or** written warning which is recorded in an employee's personnel file will be withdrawn when the employee completes a period of two (**2**) consecutive years active employment following the date of the discipline without receiving any other discipline in that period.

ARTICLE 23: NEW JOB CLASSIFICATIONS

23.01 In the event that a new job classification is introduced into the plant, the Employer **will** establish and put into effect a new classification and rate covering the job in question and notify the Chief Steward of the **Local Union** in writing.

The new classification and rate shall be considered temporary for a period of thirty (**30**) calendar days following the date of notification to the Chief Steward. During this period (but not after), the Chief Steward may request the rate be negotiated by setting out the request in writing, together with the change required and the reasons for the change.

23.02 If no agreement on the rate is reached within a further thirty (**30**) calendar days, then the rate shall be that established by the Employer until the expiry or renewal of the Agreement.

ARTICLE 24: TRANSFERS

24.01 **An** employee who is temporarily transferred to a higher rated job shall be paid the rate of the job to which he is transferred for all hours worked in the higher rated job.

If the rate of the job to which an employee is temporarily transferred is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer.

24.02 An employee who takes a lower rated job to avoid a lay-off will receive the rate for the lower job classification for all hours he is assigned to that classification.

24.03 If a plant seniority employee desires a permanent transfer to another shift he may submit a written application to the management. If later a vacancy occurs in that shift which the Employer wishes to fill, those who have such applications on file shall be given consideration subject to Clause 13.05.

ARTICLE 25: SAFETY AND HEALTH

25.01 The Employer shall make reasonable provision for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Employer. All such protective devices shall remain the property of the Employer. It is the responsibility of all employees to wear safety equipment which is supplied and or required, to observe safe working practices and to report any unsafe conditions to management.

25.02 The Employer and the Union will each appoint up to nine (9) respective members to a safety committee. The employee members will be selected as follows:

- a) Day shift - maximum of four (4) employees as follows:

warehouse	-	1
packers*	-	2
other	-	1

* packers shall be selected from different ovens.

- b) Afternoon shift - maximum of three (3) employees as follows:

baking	-	1
packers	-	1
other	-	1

- c) Night shift - maximum of two (2) employees as follows:

sanitation	-	1
other	-	1

25.03 If an employee is injured at work, the Employer will maintain such employee's earnings at eight (8) or eight and one-quarter (8-1/4) hours pay as the case may be, at his regular rate, for the day on which the injury occurs.



25.04 The members of the safety committee who represent workers, shall designate one of the employees representing workers to inspect the physical condition of the work place, not more often than once a month with an Employer Representative.

25.05 The safety committee will meet once per month at the workplace.

25.06 The safety committee representative will be entitled to conduct an inspection in accordance with s9(31) of the Occupational Health and Safety Act, RSO, 1990.

25.07 There shall be three (3) certified Health and Safety members.

ARTICLE 26: SEVERANCE PAY

26.01 If an employee loses his employment with the Company due to plant closing the employee shall be compensated, on the basis of one week's pay for each year of continuous service, up to a maximum of twenty-Six (26) weeks.

ARTICLE 27: DURATION OF AGREEMENT

27.01 This Agreement shall become effective on the 1st day of March, 1997, and shall remain in effect until the 28th day of February, 2000, and from year to year thereafter unless in any year not more than sixty (60) days and not less than thirty (30) days, before the end of any yearly period, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement. Notice of revision shall set forth the nature of the proposed amendments to this Agreement.

IN WITNESS WHEREOF the Employer has affixed its corporate seal evidenced by signature of its proper officers thereunto properly authorized and the proper officers of the Union have set their hand and seals.

Signed at Kitchener, Ontario this 27th day of January, 1997.

FOR THE EMPLOYER

Greg Jakes
Terry Gordon

FOR THE UNION

Kim Park
Christine J. Upton W
J. Klenoff
P. Hiest
Sharon Backus

APPENDIX "A" - i

WAGES AND CLASSIFICATIONS

Effective March 1, 1997 for employees hired before March 30, 1996:

	Start	31st Day Worked	66th Day Worked
GROUP I Laundry & Sample Janitor	\$12.87	\$13.43	\$14.04
GROUP II Packer General Labour Sanitation Palletizing	14.35	14.48	14.60
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator - Oven 2 Material Supply Machine Operator	14.48	14.60	14.94
GROUP IV Creamer Operator	14.48	14.85	14.98
GROUP V Quality Control Crew Leader Oven Captain	14.62	14.99	15.12
GROUP VI Maintenance Mechanic	16.57		

APPENDIX "A" - ii

WAGES AND CLASSIFICATIONS

Effective March 1, 1998 for employees hired before March 30, 1996:

	Start	31st Day Worked	66th Day Worked
GROUP I Laundry & Sample Janitor	\$13.12	\$13.68	\$14.29
GROUP II Packer General Labour Sanitation Palletizing	14.60	14.73	14.85
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator - Oven 2 Material Supply Machine Operator	14.73	14.85	15.19
GROUP IV Creamer Operator	14.73	15.10	15.23
GROUP V Quality Control Crew Leader Oven Captain	14.87	15.24	15.37
GROUP VI Maintenance Mechanic	16.82		

APPENDIX "A" - iii

WAGES AND CLASSIFICATIONS

Effective March 1, 1999 for employees hired before March 30, 1996:

	Start	31st Day Worked	66th Day Worked
GROUP I Laundry & Sample Janitor	\$13.22	\$13.78	\$14.39
GROUP II Packer General Labour Sanitation Palletizing	14.70	14.83	14.95
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator - Oven 2 Material Supply Machine Operator	14.83	14.95	15.29
GROUP IV Creamer Operator	14.83	15.20	15.33
GROUP V Quality Control Crew Leader Oven Captain	14.97	15.34	15.47
GROUP VI Maintenance Mechanic	16.92		

APPENDIX "B" - i

WAGES AND CLASSIFICATIONS

Effective March 1, 1997 for employees hired after March 30, 1996:

	start	31st Day Worked	66th Day Worked
	<hr/>		
GROUP I Laundry & Sample Janitor	\$ 9.65	\$ 10.07	\$10.53
GROUP II Packer General Labour Sanitation Palletizing	10.76	10.86	10.95
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator - Oven 2 Material Supply Machine Operator	10.86	10.95	11.21
GROUP IV Creamer Operator	10.86	11.14	11.24
GROUP V Quality Control Crew Leader Oven Captain	10.97	11.24	11.34
GROUP VI Maintenance Mechanic	12.43		

APPENDIX "B" - ii

WAGES AND CLASSIFICATIONS

Effective March 1, 1998 for employees hired after March 30, 1996:

	Start	31st Day Worked	66th Day Worked
GROUP I Laundry & Sample Janitor	\$ 9.84	\$ 10.26	\$10.72
GROUP II Packer General Labour Sanitation Palletizing	10.95	11.05	11.14
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator • Oven 2 Material Supply Machine Operator	11.05	11.14	11.39
GROUP IV Creamer Operator	11.05	11.33	11.42
GROUP V Quality Control Crew Leader Oven Captain	11.15	11.43	11.53
GROUP VI Maintenance Mechanic	12.62		

APPENDIX "B" - iii

WAGES AND CLASSIFICATIONS

Effective March 1, 1999 for employees hired after March 30, 1996:

	<i>start</i>	31st Day Worked	66th Day Worked
GROUP I Laundry & Sample Janitor	\$9.92	\$ 10.34	\$10.79
GROUP II Packer General Labour Sanitation Palletizing	11.03	11.12	11.21
GROUP III Service Pre-Weigh Shipper/Receiver Dough Mixer Icing Mixer General Maintenance Labour Packaging Line Operator - Oven 2 Material Supply Machine Operator	11.12	11.21	11.47
GROUP IV Creamer Operator	11.12	11.40	11.50
GROUP V Quality Control Crew Leader Oven Captain	11.23	11.51	11.60
GROUP VI Maintenance Mechanic	12.69		



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International Union, AFL-CIO-CLC
1129 Main Street East
Hamilton, Ontario
L8M 1P2

Dear Sherree:

RE: LETTER OF UNDERSTANDING - GUIDELINES FOR LAY-OFFS

This letter will reconfirm the commitment made by the Company during the **1996** negotiations for the renewal of the Collective Agreement to the effect that during the term of the Agreement which expires February **28, 2000**, the parties will use the following guidelines in administering clause **13.07** for lay-offs.

- i. In the event of a temporary or seasonal lay-off exceeding one **(1)** day, a seniority employee affected, will be allowed to bump the junior employee in his classification.
- ii. Such junior employee displaced from his classification or the original employee, if he is the junior employee in the classification, will be reassigned to perform the work in **his** Group or a lower rated Group at the sole discretion of the Employer, provided he has the skill, ability, qualifications, prior training and seniority to perform such work in a manner acceptable to the Employer. In such case where the employee is assigned to a lower rated Group at the discretion of the Employer, he shall receive his basic rate from **his** previous job for up to five **(5)** months while working in the lower rated Group. This maintenance of basic rate shall not apply:
 - a) if the employee successfully bids **on** a job posting;
 - b) when the lay-off or job displacement exceeds five **(5)** months. In such case the employee will be paid at the rate of the job he is performing.
 - c) when the Employer considers the lay-off or job displacement to be permanent;
 - d) where he refuses the work assigned **by** the Employer, he shall be laid off.

... 2

Letter of Understanding re: Guidelines for Lay-offs cont'd.

- iii. Junior employees and/or displaced employee, if he does not have the skill, ability, qualifications, prior training **and** seniority to perform such work in a manner acceptable to the Employer, will be laid **off**.
- iv. Article 24 **shall** not apply during the period up to five **(5)** months, however, if the Employer assigns an employee to **a** higher rated job, the employee **will** be paid in that group.

Yours truly,



Greg Fallon
Plant Manager

cc: K. Park



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International Union, AFL-CIO-CLC
1129 Main Street East
Hamilton, Ontario
L8M 1P2

~~Dear~~ Sherree:

RE: **LETTER OF UNDERSTANDING- GUIDELINES FOR PAID HOLIDAYS**

This letter will confirm the commitment made by the Company during the recent negotiations for the renewal of the Collective Agreement which expires February 28, 2000, to the effect that during the term of the Agreement the parties will use the following guidelines in administering clause 16.03 for paid holidays.

In interpreting "works his last full regularly scheduled work day" preceding and following the holiday, the Company will allow an employee to be late up to one and one-half (1-1/2) hours on one of the days, but not both days. In such case, the employee's holiday pay will not be reduced.

An employee who is late more than one and one-half (1-1/2) hours will not be eligible for holiday pay.

Yours truly,

A handwritten signature in cursive script, appearing to read "Greg Fallon".

Greg Fallon
Plant Manager

cc: K. Park

GUIDELINE FOR THE APPLICATION OF LINE SENIORITY

Effective January 15, 1996

- Reference Article 13.10


1. Applicable only to Oven Packers and signed Packing Room Packers.
2. Line seniority is based on the date an employee became part of the regular crew on a particular line. Employees will be selected from the "Notice of Line Seniority Signing" by plant seniority.
3. Line seniority can only be exercised within the employee's regular line and is not transferable.
4. The determining factor when less than the full complement of a crew is required on their own line is based on line seniority.
5. When upcrewing during a shift where more than 30 minutes work is involved, the employees will be called by line seniority.
6. A packer who leaves for an appointment and returns following it, or is late, will get her position back on her line if it is still required.
7. Packer movement from the Packing Room/Repack Area will be by:
 - a) Line Seniority
 - b) Plant seniority
 - c) Signed packing room packers (rosie crew) by low line seniority.

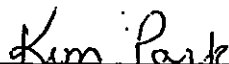
Packer movement in the Packing Room will be by low plant seniority, from belt to belt, starting with the part line.

8. Errors in assignments are to be corrected as soon as possible, but no later than the next 20 minute break.
9. When required, high line seniority will be kept on the line to clean up or assist in changeovers.


Helen Wakely


Sherree Backus


Greg Fallon


Kim Park

April 2, 1996

Line Seniority Meeting Up-date of October 17, 1991

1. Holding Procedures - Request to add Guidelines.

The intent of line seniority is for "signed packers" to work on their "signed line". The Company understands that the concerns regarding holding have been addressed and are not a problem. On day shift only, "held packers" are used for washroom breaks after "Floaters" and before the "Rosie crew". On afternoon and night shifts the same procedure applies but there is not a "Rosie crew".


Thus, the Company feels adding wording re: holding to the present guidelines is not necessary. Should "holding" become a concern in the future, the Company will again address the issue.

2. Request for Spare Machine Operator to get oven position back.

Guidelines apply to signed packers on their regular "signed" line.

A signed packer who has a spare position receives her position back on her signed line, if still required.

A "Floater" who has a spare position returns to the packing room. (A signed packer whose line is not scheduled for the shift, becomes a floater).


.....
Helen K. Wakely
Manager Human Resources



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International Union, AFL-CIO-CLC
1129 Main Street East
Hamilton, Ontario
L8M 1P2

Dear Sherree:

RE: LETTER OF **UNDERSTANDING** - PART **TIME** WEEKEND WORK FORCE

This letter **will** confirm the commitment made by the Company during the recent **negotiations** for the renewal of the Collective Agreement which expires February **28, 2000**, to the effect that during the term of **this** Collective Agreement:

The Company **will** not hire a regular part-time weekend work force to meet additional production requirements.

Yours truly,

A handwritten signature in cursive script that reads "Greg Fallon".

Greg Fallon
Plant Manager

cc: K. Park



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International **Union, AFL-CIO-CLC**
1129 **Main** Street East
Hamilton, Ontario
L8M 1P2

Dear Sherree:

RE: LETTER OF UNDERSTANDING - **SHORT WEEKS**

This letter will confirm the commitment made by the Company during the recent negotiations for the renewal of the Collective Agreement which expires February 28, 2000, to the effect that during the term of this Collective Agreement:

If there is continuing work shortage due to reduced product demand, the Company will endeavour not to schedule employees more than two consecutive short **weeks**.

Yours truly,

A handwritten signature in cursive script, appearing to read "Greg Fallon".

Greg Fallon
Plant Manager

cc: K. Park



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International Union, AFL-CIO-CLC
1129 Main Street East
Hamilton, Ontario
L8M 1P2

Dear Sherree:

RE: LETTER OF UNDERSTANDING - OVERTIME UNDER PARAGRAPHS 16.04,
17.04 AND 17.05

This letter **will confirm** the understanding between the parties that in order for an employee to be eligible for time and **one-half (1-1/2)** for overtime work performed on Saturday **and double time** for overtime work performed on Sunday in accordance with paragraphs **17.04** and **17.05**, at least four and one-half (**4-1/2**) hours of the employee's overtime shift **must fall** on the calendar day of Saturday (**17.04**) or Sunday (**17.05**).

For an employee to be eligible for double time working on a paid holiday in accordance with paragraph **16.04**, at least four and one-half (**4-1/2**) hours of the employee's overtime **shift must fall** on the calendar day of the paid holiday (**16.04**).

This understanding **only** applies to overtime hours and does not apply to regular hours of work on the third (3rd) shift.

Yours truly,

A handwritten signature in cursive script that reads "Greg Fallon".

Greg Fallon
Plant Manager

cc: K. Park

April 2, 1996

POLICY - VACATION REQUIREMENTS RE: EXTENDED ABSENCE

This policy is to address vacation requirements for employees who have been absent from work for an extended period of time and therefore, have not accumulated vacation earnings.

An extended period of time is long-term continuous absence of at least **six (6)** months. Individual days **cannot** be accumulated as part of the **six (6)** month period. An employee **will** not have accumulated vacation earnings during such absence and therefore may not be required to schedule vacation entitlement of two **(2)** weeks during the relevant period.

If an employee is absent for **S i (6)** consecutive months, vacation pay accumulation would be based on **S i (6)** months of earnings. Such an employee would be required to schedule one (1) week of vacation entitlement.

If an employee is absent for more than **S i (6)** consecutive months, the employee is not required to take any vacation.

POLICY - VACATION SCHEDULING- SPLIT WEEKS

Revised April 2, 1996

In the past, many employees have requested split-week vacations and the Company has not been able to accommodate **such** requests.

Commencing September 1, 1992 the Company **will** consider some scheduling of "split-week" vacation.

Approval **will** depend on the individual case, and **on** the **needs** and the conditions existing in the Company at the time.

Approval for ~~split-week vacation~~ **will only be considered during** the period from September 16th to April 30th.

Consecutive weeks only **will** be considered for split-week scheduling. e.g. During the first week, Thursday and Friday are scheduled vacation days. During the immediate following week Monday/Tuesday/Wednesday become the scheduled vacation days.

Thus, requests to split vacation among weeks that are not consecutive **will** not be considered. **Also,** requests **to** split vacation into individual days in different **weeks will** not be considered.

It should be understood **that** where many employees work in a **classification** (e.g. Packer) it may be easier to approve split week vacations than where only a few employees work in a classification (e.g. Mixer).

The scheduling of split-week vacations **will** only be considered after the vacation schedule has been finalized and posted May 15th each year.

Complaints **arising** from non-approval of split-week vacation will have no recourse through the grievance procedure.



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January 27, 1997

Mrs. Sherree Backus
United Food and Commercial Workers
International Union, AFL-CIO-CLC
1129 Main Street East
Hamilton, Ontario
L8M 1P2

~~Dear~~ Sherree:

RE: LETTER OF UNDERSTANDING - SPARES AND JOB POSTINGS

This letter **will** confirm the commitment made by the Company during the recent negotiations to discuss with the Union the utilization of spares by each classification and the timeliness of spare job **postings**.

Yours truly,

A handwritten signature in cursive script that reads "Greg Fallon".

Greg Fallon
Plant Manager

cc: K. Park