

**Collective Agreement
Between**

**GENERAL MILLS CANADA CORP.
MIDLAND, ONTARIO**

And



**BAKERY, CONFECTIONERY, TOBACCO WORKERS
AND GRAIN MILLERS
LOCAL 388 G**

Term of Agreement
June 01, 2006 through May 31, 2011

00 448 (10)

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Article 1
PARTIES

- 1.01 The parties to this agreement are General Mills Canada Corporation, a Canadian Company existing under the Laws of the Province of **Ontario**, hereinafter called the Company, and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local **388 G** (AFL, CIO, CLC) International, an International Union with headquarters in Kensington, Maryland, U.S.A. representing the General Mills Canada Corporation employees at Midland, Ontario, **through** Local Union No. 388 G. hereinafter called the Union.

Article 2
PURPOSE

- 2.01 To insure true collective bargaining on matters relating to rates of pay, hours of work, and working conditions.
- 2.02 Parties of the contract have agreed the acceptance **or** rejection of any demand by the Union **or** by the Company shall be determined by recognizing at all times the imperative need to protect at one and the same time, the continuing safety of the Company's corporate structure, and the general welfare of those dependent thereon. In *so* doing the Company and the Union pledge themselves to respect their mutual interest by promoting loyalty, efficiency, safety and a true co-operative spirit at all times within the plant organization.
- 2.03 The parties hereto acknowledge their respective responsibility one to the other and to those for whom they act. Each pledges to refrain from any act, the effect of which may create a misleading **or** false impression of the other **or** which may be construed **as** discrimination, harassment, interference, or coercion. Company, Union and Employees will not discriminate against any employee because **of** sex, race, **colour**, creed, language, age, and national origin.

Article 3

RECOGNITION

- 3.01 The Company recognizes the Union as the sole collective bargaining agent for its employees for the purpose of negotiating with respect to hours of labour, rates of pay, working conditions, and other conditions of employment, provided, however, that this recognition and this Agreement shall not apply to employees whose duties and responsibilities classify them as Supervisors, Managers, Team Leaders, Office Employees, Laboratory Employees, Buyers, Salesmen, and employees taking the Company's regular training course for supervisory services, provided however, that trainees doing work to learn a job shall in no way displace or otherwise disturb the status of a regular employee who would normally work the job.
- 3.02 All non-maintenance employees shall become members of the Union on the sixtieth (60th) working day following the beginning of their employment and shall remain members of the Union in good standing for the life hereof as a condition of employment. All maintenance employees shall become members of the Union on the one hundred and twentieth (120th) working day following the beginning of their employment.
- 3.03 Notice of Union activities, regular meetings, and special meetings may be posted on Company premises and board without prior approval. Other notices may be posted after approval by the Company.

ARTICLE 4 - HOURS OF WORK

4.01 Hours

Eight (8) hours shall constitute a day's work and forty (40) hours a week's work for the purpose of computing overtime. This shall not be considered as a limitation on the number of hours per day or per week the Company may operate its plant or schedule its employees.

4.02 Schedule of Normal Working Hours and Days

- a) Under ESA Sec. 18 (1) an employee shall be given a period of at least 11 consecutive hours free from performing work in each day. Under ESA Sec. 18 (4) an employee shall be given a period free from the performance of work at least 24 consecutive hours in every work week or at least 48 consecutive hours in every period of two consecutive work weeks.
- b) The normal workweek shall consist of a Monday through Friday workweek schedule.

- c) Any regular scheduled three (3) shift RDP and Snacks production operation will commence on Monday morning at 7:00am. Staffing will remain consistent on third shift RDP and Snacks production for regular work week.
 - d) Any regularly scheduled three (3) shift cookie line production operation will commence on Sunday night at 11:00pm.
 - e) If production requires that certain positions have earlier **start** times and end times, those employees shall be paid at one and one half (1 & ½) times their regular straight time rate for that time after eight (8) hours of work. In the case of twelve (12) hour extended shifts the regular start time shall be 7:00 p.m. on Sunday and 7:00 a.m. on Monday.
 - f) It is agreed the normal shift starting times shall be established by mutual agreement between the Company and the Union. Any deviation from the previously agreed upon shift scheduling for the purpose of meeting varying operational requirements shall be by mutual agreement. The Company and Union **both** agree to cooperate in every way possible to insure that working schedules are in accord with production requirements.
 - g) Any scheduled RBG line sanitation shall commence immediately following the completion of that day's scheduled production.
- 4.03 The Company will provide employees with a thirty (30) minute paid lunch break when working twelve (12) hour shifts.
- 4.04 Rest Periods
- The Company agrees that there should be a rest period of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of each shift. A one-half (1/2) hour unpaid lunch period shall be granted each **full** work shift. These periods are to be allotted at the discretion of the team leader.
- 4.05 A rest period of fifteen (15) minutes will be provided between the regular shift and overtime, provided the employee works one (1) hour of overtime. An additional ten (10) minutes rest period will be provided if working beyond two (2) hours. It is understood that the employee who works the larger portion of the overtime, when splitting an eight (8) hour shift will be entitled to the half hour lunch break.
- 4.06 Employees on shift work are required to be ready and on the job prepared to commence work at their shift starting time. Employees will not leave their work station until relieved by the on-coming shift or excused by their team leader.
- 4.07 The Company agrees to continue its practice of allowing employees a five (5) minute wash period at the end of each half shift. For purposes of this

ARTICLE, the parties agree that when an employee works three (3) minutes beyond the end of his/her normal eight (8) hour shift, the five (5) minute wash period shall be added to allow the employee a total of one-quarter hours pay at the overtime rate. The five (5) minute wash period does not apply at the end of the shift when **running** twenty-four (**24**) hour shift rotation with a paid lunch, in order to ensure continuous operation.

4.08 The fifteen (15) minute rest periods mentioned in Articles **4.04** and **4.05** above **are** inclusive of the five (5) minute wash periods which has been an historical practice and is mentioned in Article 4.07.

Article 5 OVERTIME

5.01 Pyramiding

In no event shall overtime or premium pay provided for in this ARTICLE be pyramided or duplicated. Thus, if two (2) or more of the overtime and premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the highest amount of pay shall be applied, and such payment shall satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight-time hourly position rate, plus the applicable shift differential. Further to ARTICLE 4.02 (b), the applicable overtime rate of one and a half (1½) times the regular straight time rate will be applicable when starting up early on Sunday due to a twelve (12) hour production requirement.

5.02 Overtime (Daily)

- a) **An** employee(s) will be notified at least **two (2)** hours in advance of the end of the shift on any daily overtime. Otherwise such overtime work will be voluntary on the part of the **employee(s)**. The above does not apply in case of a mechanical or electrical breakdown.
- b) All overtime work in excess of eight (8) hours per week will be Voluntary on the part of the employee, except those employees who work daily overtime as part of their regular work week. Those employees would be required, if necessary, to work eight (8) hours overtime over and above the regular daily overtime they work per week, after which any overtime would be voluntary.
- c) All overtime work hours that **are** vacant by senior employees not wanting to work the overtime on Saturdays, Sundays and recognized holidays will be filled by the most junior qualified employee.

5.03 Overtime Work

- 1) When employee's services are needed for overtime work and they notify their Team Leader immediately that they do not wish to accept the overtime work, they will be excused as soon as qualified replacements can be secured who will accept the rate of the job. All parties will cooperate in securing a qualified replacement. Daily overtime of less than four (4) hours will be offered as follows:
 - a) first to the person who is moved from their scheduled position for company convenience, and
 - b) next to the person on the job during regular hours and
 - c) then by plant seniority, qualifications and skills being sufficient.
 - d) Overtime will be first offered to the employees who are available for the entire overtime coverage needed. Overtime will then be offered to the employees who are not available for the entire overtime starting with the least amount not available. EG 15 minutes, 25 minutes, etc...
 - e) Scheduled daily overtime required due to section (b) and (c) above will be offered by posting and employees will be required to sign for overtime. The Company will post overtime sign-up sheet twenty-four (24) hours in advance to ensure all employees have the opportunity to sign.
 - f) If (a) to (e) does not fill overtime, the lay off list will be utilized.
- 2) Employees who wish to work Saturday, Sunday and recognized holidays must have the positions desired in their choices in order to work. The sign-up sheet will be available from Monday until 7:00 AM Thursday.
 - (a) Weekend Replacement Procedures
 - (1) To fill a vacancy follow through the sign up sheet until an employee who has not been assigned to work and has indicated they wish to work, then fill the position with this employee (if the employee has the vacancy available listed in their choices).
 - (2) Next call by plant seniority to offer the overtime to anyone that has it as a job choice who did not indicate they wish to work.
 - (3) Offer extra hours of work to employees on both ends of shift.

- (b) If employees have signed for Sunday overtime, this will override Saturday mandating and company would mandate for Saturday.
- 3) Weekend Mandating will be assigned in the following order:
- a) Employees who sign the overtime list for Saturday and Sunday will follow those choices for production schedule. When all jobs are filled with those who sign, the vacant positions are filled starting at the lowest in seniority and working backwards until all positions are filled.
 - b) Next to the most junior employee who has forty (40) hours or less.
 - c) Next to the most junior employee with overtime accrued from daily built-in overtime.
 - d) Next to the most junior employee who has partial hours available for weekend overtime mandating.
 - e) When mandating from the most junior, if an employee signs for days only and a position is open on afternoon or night shifts and they are qualified, that employee will be scheduled to the open position. Junior employees who are scheduled are not moved to accommodate a senior employee who does not sign and becomes the junior qualified for the open position.
 - f) An employee cannot be mandated more than twice in a four (4) week period.

4) Weekend Lunchroom Scheduling

The lunchroom position will be scheduled on days for a single shift and on days and afternoons when dough line is running both shifts. When two or more lines are running double shift, a lunchroom person will be scheduled on both shifts. When only one line is running (excluding dough line) either single shift or double shift, a lunchroom person will be scheduled to day shift only.

5.04 Overtime Pay

All work performed in excess of eight (8) hours at straight time in one (1) day or forty (40) hours at straight time in one (1) week or all work performed in excess of eight (8) consecutive hours, shall constitute overtime and shall be compensated for at the rate of one and one-half (1 ½) times the straight time hourly rate. The first eight (8) hours worked on recognized holidays which fall during the

employee's first forty (40) straight time hours of work in the holiday week will be included in the forty (40) straight time hours of work for the purpose of computing overtime of hours worked in excess of forty (40) hours per week.

Employees scheduled for Monday day shift or afternoon shift cannot be awarded Sunday midnight overtime (11 p.m. – 7 a.m.) shift.

5.05 Saturday Pay

Hours worked by an employee on Saturday shall be paid for at one and one-half (1-1/2) times his/her straight-time hourly rate.

- a) In the event of time lost by reason of a labour dispute between General Mills Canada Corporation and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local 388 G (AFL, CIO, CLC, International) employees will be paid at the applicable premium rate for work performed on Saturday, Sunday or Holidays.
- b) Sunday 11:00 PM Start
Production lines running between 11:00 PM Friday and 11:00 PM Saturday, will be paid at one and one-half (1-1/2) times the straight time hourly rate.
- c) Monday 7:00 AM Start
Production lines running between 7:00 AM Saturday and 7:00 AM Sunday, will be paid at one and one-half (1-1/2) times the straight time hourly rate.
- d) No employee will be awarded two shifts of weekend overtime on the same schedule date, unless no other qualified employee has signed for the other shift.

5.06 Sunday Pay

All work performed on Sunday shall be compensated for at two (2) times the straight time hourly rate. Except in those cases where production start times are staggered due to either shift or start-up as per article 4.02.

- a) Sunday 11:00 PM ~~Start~~
Production lines running between 11:00 PM Saturday and 11:00 PM Sunday, will be paid at two (2) times the straight time hourly rate.
- b) Monday 7:00 AM Start
Production lines running between 7:00 AM Sunday and 7:00 AM Monday, will be paid at two (2) times the straight time hourly rate.

- c) No employee will be awarded **two shifts** of weekend overtime on the same schedule date, unless no other qualified employee has signed for the other **shift**.

5.07 Reporting Pay Minimum

Employees called to work shall be given sufficient work to enable them to earn not less than four (4) hours at the applicable hourly rate of pay, or, not being given that much work, shall receive four (4) hours pay at the applicable hourly rate unless beyond the control of the company due to mechanical or electrical breakdown. Every effort will be made to contact employees prior to them reporting to work in the event of a shift cancellation.

- a) Employees called in to fill a vacancy on the **shift** prior to their **own shift** within the same day will be given up to one (1) hour to report to work .
- b) Employees called in from layoff to fill a job as a replacement for an absent employee, who are asked to come in to the job within an hour, shall be given up to one (1) hour to report to the job.

5.08 Call-Back Pay Minimum

Employees will be called back to work as outlined in Article 5.03. Employees called back to work after completion of a regular day's work and before the commencement of his/her next regular day's work, shall be paid not less than four (4) hours' pay at the applicable overtime rate. However, if employee's regular **shift starts** one (1) hour or less from the time they started work on the call-back, they will receive the applicable overtime rate for only such time worked on the call-back as occurs before their regular shift. Employees shall not be considered called back if they are called to work sixteen (16) hours or more after the completion of their last regular day's work; nor shall employees be considered called back if their succeeding shift is changed, provided the employees are notified of such change at or before the end of their preceding shift and eleven (11) hours or more have elapsed between the two (2) shifts. For maintenance employees who are scheduled to check ammonia compressors, cold rooms, etc., on Saturday, Sunday, or Holidays, the following schedule of hours will be paid.

- a) One (1) trip to the plant, two (2) hours of pay at the appropriate overtime rate.
- b) If more than one (1) hour is worked four (4) hours of pay at the appropriate overtime rate.

5.09 Management will make every reasonable effort to provide the necessary training for employee's who are not qualified for regular production or overtime work on weekends and holidays, if such employees have a reasonable expectation of acquiring such work by reason of their seniority.

Article 6
SHIFT DIFFERENTIAL

- 6.01 A **shift** differential shall be paid for all work performed on the second **shift** in the amount of fifty cents (\$0) per hour and on the third **shift** in the amount of sixty-five cents (.65) per hour and such **shift** differential shall be used in computing overtime.
- 6.02 A **shift** differential of fifty cents (.50) will be applied to all wage rates outlined in ARTICLE 29 for all work performed between the hours of 3:00 p.m. and 11:01 p.m. with the exception of those hours of work performed by employees on the day **shift** who must complete eight (8) hours of work before the application of the shift differential becomes effective.
- 6.03 A shift differential of sixty-five cents (.65) per hour will be applied to all wage rates as outlined in ARTICLE 29 for all work performed between the hours of 11:01 p.m. and 7:00 a.m.

Article 7
HOLIDAYS

7.01 Recognized Holidays

Holidays shall be:

New Year's Day, Good Friday, Victoria Day, first Monday in June, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one (1) day before Christmas Day and one (1) day before New Year's Day as well as one additional floating holiday (representing Heritage Day). Our holiday schedule will remain at thirteen (13).

- 7.02 Any stipulated holidays falling on a Saturday will be observed on the day agreed to by the Union and Company in advance. Canada Day will be observed on the day agreed to by the Union and the Company. This will be agreed to 6 months in advance.

Any stipulated holidays falling on Sunday **will** be observed **on** the day on which it is required to be publicly observed or in accordance with the Canada Labour Code referred to as Bill C-126.

7.03 Holiday Work Pay

All work performed by employees during the hours of their regular **shift** on the holidays listed in Paragraph 7.01 shall be paid for at the rate of two (2) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight time or in addition to **straight** time for hours worked, whichever is greater. For work

on such holidays commencing outside the hours of their regular shift the employees shall be paid for an early call in, or for a call back, whichever is applicable, as defined in Paragraphs 5.07 and 5.08, at the rate of (3) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight time. Work on a paid holiday shall be voluntary on the part of the employee.

7.04 Unworked Holiday Pay

Employees will be paid eight (8) hours their straight time hourly rate for the holidays listed in Paragraph 7.01 if no work is performed on ~~these~~ holidays, provided the employee has worked if scheduled the day prior to and immediately following the statutory holiday, unless otherwise excused. In addition the employee must work five (5) days during the month in which the holiday occurs, or received five (5) days pay during the month.

Article 8

STAFFING SCHEDULE

8.01 The company shall not deliberately stagger the workweek in such a manner as to deprive employees of overtime. Regularly scheduled swing shifts, when practical and desirable may be negotiated between the Company and the Union. Supervisors, Team Leaders and other plant personnel excluded from the bargaining unit will not be permitted or assigned to do work covered by the bargaining unit, except as outlined in (a), (b) and (c) below:

- (a) Instructing and/or training employees
- (b) Demonstrating the correct use of tools or equipment
- (c) Acting to prevent an accident or injury to an employee, or to prevent product or equipment damage.

8.02 Employees may not reject work in their regular position and thereafter use their seniority to claim work in another position.

a) Employees returning from modified work must be scheduled for minimum of one regular shift before being awarded overtime.

8.03 All employees will be assigned to either an "A" or "B" shift designation for the purposes of shift rotation during any two-shift operation. For the purposes of shift rotation during any three shift operation, positions on the third shift will be filled by those employees who hold 3rd shift postings, these employees will have a "C" designation along with their regular "A" or "B" shift designation for the purpose of any two shift rotation.

A two shift rotation calendar starting after the plant shutdown will be set up for the purpose of scheduling designated shifts for the next fifty-two (52) week period.

Assignments to these "A", "B" and, or "C" shifts shall be permanent to the extent

of maintaining a balance of skills, experience and continuity of production. Changes from one shift to another shift shall be in accord with the job posting procedure as outlined in Article 15 when bid job vacancies exist or when the parties agree it is necessary to redistribute the skills or when necessitated by a reduction in force to fill available jobs.

- 8.04** The parties agree that when a reduction in force occurs, the purpose of the following paragraphs is to generally preserve work opportunities for the more senior employees.
- a) Employees shall, when their regular bid job is not operating, designate, in order of preference, unlimited alternate primary choices in all areas of operations.
 - b) Employees will list all jobs for which they wish to work on their choice sheet within their primary and secondary and sanitation choices or will face layoff.
 - c) Employees who hold "C" shift bid jobs will be scheduled to these positions any time their bid job is running, or was running to start the week (if they can obtain it by seniority). If their bid job is not running once they have begun to work on the "C" shift they will follow all production choices on that shift as long as they are able to obtain these by way of seniority.
 - d) **3 Shifts:** When running the lines on three shifts, all employees holding C shift production bid jobs will be scheduled to their job if they can make it by seniority (i.e. warehouse and cookie line). If their job stops running during the week, they will follow their choices on C shift first before moving to their letter (A) or (B) shift. If production is running on a line that no employee holds a bid job for, then the most junior qualified employee will be scheduled to that position. If their job is running on C shift, and their qualifications are required on another position on C shift, they will be moved across shift if we have no other option available (J.Q. or C.C.).
- 2 Shifts:** When running double shift, all employees who hold C shift bid jobs and have their bid job as their first choice will be scheduled on that job on their letter (A) or (B) shift if they can obtain by seniority. Employees who hold C shift bid jobs and place that bid job further down in their choices will be scheduled on a higher choice if they can obtain it by their seniority. They may ultimately be scheduled on their bid job on their letter of A or B, then follow remainder of choices on that shift, then to the opposite letter by their choices.

1 Shift: When a line or a position (i.e. shipping, Kliklok, Thiele) is running single shift and a person holds that position as a bid job, or can obtain it by seniority as one of their higher choices, then they will be scheduled to that position first on the single shift.

Shift Reduction: The following procedure will be followed when production lines reduce from a double to a single shift. The first day of the single shift will be scheduled as an afternoon shift and the time will be adjusted as to the earliest time available for those scheduled to follow the Employment Standards Act. The second day for line being a single shift, again staffing will be done as if on afternoon shift and the start time to coincide with the earliest possible start time to follow the Employment Standards Act rules for all employees, except only if start time is not at 7:00AM on the second day back.

- e) All lines will follow a two shift rotation separate from any third shift operation. All "A's" to be scheduled on the same shift if possible. All "B's" to be scheduled on the same shift if possible. In the event of a single shift operation, "A's" and "B's" will be scheduled on the same shift by seniority, choices, skills, and abilities.
- f) Employees will follow all primary choices on their given shift before proceeding to the next shift and only to the "C" shift before layoff.
- g) The employees choice sheet will have a primary list of choices, to include any qualified position in the RBG or Snacks operation an employee wishes to be assigned to for the purpose of scheduling.
- h) Employee choice sheets may also include a secondary list of any choices an employee wishes to perform before they would be laid off.
- i) The choice sheet for each employee will include any position an employee wishes to be scheduled to for the purposes of shift rotation. The employee will be scheduled to these choices on their letter shift first and the opposite shift second in order of preference and seniority.
- j) The employee choice sheet will also include a separate area at the end for any line sanitation jobs an employee may wish to perform if qualified before lay off.
- k) Day to day scheduling will be as follows; first by primary choices on the designated letter shift, second by primary choices on the opposite letter shift, third by secondary choices on the letter designated shift, fourth by secondary choices on the opposite shift, fifth by primary and secondary choices on the 3" ("C") shift, and lastly by sanitation choices listed in the sanitation section.

- l) All previous department employees must list one of those jobs as their bid job. Then they must list *all* previous remaining department jobs somewhere in their choices.
- m) For the purpose of RBG vacancies, employees who hold Snacks bid jobs must place any RBG choices to which they wish to advance ahead of their Snacks bid job in their choices. Employees who are in the Snacks regularly scheduled operation, who do not hold a Snacks bid job, who wish to advance to the RBG section must place their RBG choices ahead of their Snacks choices.
- n) All overtime will be awarded based on the employee's choice list. Employees may sign up for jobs in any order they choose for Saturday and Sunday and Holidays provided these jobs are within their choice list (primary, secondary and sanitation section).
- o) Previous Sanitation departments will still be protected and will be called a crew. The sanitation crews will list one of their previous department jobs as their bid job. They will then have to list in descending order all remaining protected positions next.
- p) Employee's choices of alternate jobs shall be made once each year effective on May 1st. These choices shall remain in effect for ~~fifty-two~~ (52) weeks.
- q) For each of the choices desired by ~~an~~ employee, the employee must be qualified to perform the job and have reasonable expectations of attaining the job by reason of seniority. Employees will not be disqualified from a job choice if the employee requires eight (8) hours or less refresher training. Employees may indicate with a "T" any positions they would wish to have training on if their ~~seniority~~ would give them an opportunity to secure this position. Updates may be requested by indicating a "U" (8 hours or less) on their choices. Training would be done gradually throughout the year. The Training Committee will have discretion on who and what training will be scheduled on a case by case basis. If an employee becomes qualified on a job not listed in their choices after the choices have been made, it will be added to their choices wherever the employee chooses.
- r) When reduction in force occurs, if any job has not been selected by ~~any~~ employee, then the company shall place the most junior qualified on the shift in the job. Once an employee has been junior qualified, we do not move that employee unless there is no other option.

- s) When it is known, in advance of preparing the staffing schedule that a job will be vacant due to the absence of an employee the job will be assigned to the most senior qualified employee who is not scheduled on an RBG bid job, who has selected the opening in question as one of their higher alternate choices on the same shift first. If no employee has indicated the vacant job as a higher choice than the one he/she is on, the Company shall assign the most junior qualified employee to the job on the same shift first. It is the Company's intent to try to make changes under ~~this~~ clause as early as possible.
- t) When a bid job is to be scheduled on the Staffing sheets even though actual production is not running these positions will be filled through the usual procedure of bid jobs and choices.

8.05 The employee shall be responsible for providing a current telephone number and alternate, if available, where they can be contacted. It shall be the Employee's responsibility to make contact before the **start** of each week, if they did not work the prior week or are absent due to weekly illness or other, to verify scheduling. If the employee does not verify scheduling with the Company by 9:00 PM on the Friday, the employee will be replaced.

If the schedule changes after the employee has verified scheduling, it will be the Company's responsibility to contact the employee at the numbers on file.

- 1. The following day to day replacements of employees will stop after a maximum of three (3) internal moves as follows:
 - a) In the event that an employee has limited choices due to health reasons, and is on lay-off, and an opening becomes available on either Snacks or RBG, said employee will be brought in if they have the seniority to claim that job, regardless of any other clause in any other article.
 - b) In the event of an RBG vacancy, one senior qualified employee working on Snacks line on the same shift who has the vacancy in question as a **higher** alternate choice, or listed ahead of their Snacks bid job in their alternate choices, will advance to the RBG vacancy, unless there is a more senior employee qualified on the lay-off list.
 - c) Any further plant vacancy will be filled by the senior qualified person on the lay-off list.
 - d) If no qualified employees are available on the lay-off list, then the vacancy will be filled by the junior qualified on the **same shift**

- e) Once the junior qualified employee is moved, the vacancy left is covered by (a) through (d).
 - f) Employees scheduled for early start up and are eligible to move into a higher choice via replacement will be reassigned. Employee will assume scheduled hours and early start will be considered built-in overtime, subject to ESA.
 - g) If the vacancy cannot be filled by (a) to (d), the position may be filled by overtime.
 - h) Should a vacancy for the afternoon shift become apparent before 11:00 a.m., one phone call will be made to the first employee using replacement procedure. After 11:00 a.m., if the phone call has not been returned, replacement procedure can continue until the vacancy is filled.
 - i) Staffing notification calls will be made up to 9:00 p.m. on any given workday for the following day's schedule. Anyone not contacted by 9:00 p.m. can be bypassed and the next available employee can be contacted.
 - j) The replacement procedure will be used for absences of four (4) hours or more.
 - k) Early start times on a (2) shift rotation will be defined as follows: Scheduled start time of 6:30am and 2:55pm and any time before will be considered an early start.
 - l) For the purpose of replacement procedures company will start at the top of the layoff list for each shift.
 - m) An employee on the layoff list may not refuse an afternoon or midnight shift that becomes available in order to secure a scheduled shift the following day.
 - n) An employee removed from a scheduled shift due to Article 8.05 (m) will than be re-scheduled as per article 8.
2. An employee who is scheduled to training will not be moved until after all replacement procedures have been exhausted.
- 8.06 When a new job is created between choice sessions the new job will be added to each employee's choice list where the employee indicates.
- 8.07 The Company will make every reasonable effort to post employees work schedules to provide forty-eight (48) hours notice whenever possible.

- 8.08 It is the responsibility of all employees to check the daily staffing sheet posted on the bulletin board to determine where they are scheduled the next **shift** or day. **This** is to be done when leaving the plant at **shift** end, any changes thereafter, the employees will be contacted by phone.
- 8.09 Once shift or position trades have been approved by a Team Leader, the employees involved will assume the seniority rights of the other employee during the shift in question. When people trade jobs they cannot then use their own seniority to claim overtime **as** a result.
- 8.10 a) Bid jobs left vacant at any time by an employee being absent will be filled by the day to day scheduling of employees **as** outlined in article (8). If the vacancy is due to a prolonged absence, the Union Committee may request that a Training Sign-up sheet be posted for the purpose of assuring that the most senior employee available has the opportunity to obtain the vacancy.
- b) Training to be awarded to the most senior employee who has a reasonable expectation of attaining the position by bid job and choice procedure. Once training is complete the employee must place this job within their choices so that they are able to attain this job by seniority for the length of the vacancy.

Article 9
JURY PAY

- 9.01 Employees who are requested to be absent from work for jury service shall receive whatever straight-time pay they would have otherwise received up to and including forty (**40**) hours in **any** one (1) week less the amount of jury pay which they received for the same period. **When** the above is applicable, each **full** day of jury service shall be credited **as** one eight (8) hour day in the computation of overtime, and each partial day of jury service shall be credited **as** a partial day toward overtime. To be eligible for the above payment, employees must notify their immediate supervisor at the time of their call to jury service and must furnish evidence of the amount of pay received for jury service.
- 9.02 The Company will reimburse employees for car mileage where applicable at the Company rate for mileage, less the amount received from the courts for mileage.

Article 10
BEREAVEMENT LEAVE

- 10.01 In the event of death in **an** employee's immediate family, an employee will be allowed days **off** with pay (each day at eight (8) hours straight-time) in accord with the schedule below as it pertains to each member of the immediate family.

<u>Immediate Family Member</u>	<u>Max. Days Paid</u>
Spouse or Child or Step Child or Parents	8 days
Brother, Sister, Grandchild, Step Brother, Step Sister, Step Parent, Grandparents, Brother-In-Law, Sister-In-Law, Father-In-Law, Mother-In-Law, Son-in-Law, or Daughter-In-Law	3 days
Great Grandparents and Spouse's Grandparents	1 day

- 10.02 Under the same conditions, an employee will be granted an additional day off with pay provided he/she is required to travel more than 200 kilometres one-way to attend the funeral.
- 10.03 The Company will provide for one (1) day with pay for **any** employee acting as pallbearer for a fellow employee.
- 10.04 The Company shall be promptly notified of the absence hereunder and the reason therefore.
- 10.05 If an employee suffers the **loss** of two (2) or more family members at once, said employee shall be allowed the recommended number of bereavement days per family member to run consecutively with pay.

Article 11
SENIORITY

11.01 Continuous Service

The term "continuous service" wherever used in this Agreement is the period of time that begins with an employee's date of hire. If such service is broken for any of the reasons listed under (a), (b), (c), (d), (e) or (f) below, continuous service shall commence with the employee's most recent hire date.

Continuous service shall not be broken due to lay-off or absence due to sickness, **injury**, leave of absence or other legitimate reason approved by the Company. However, an employee's continuous service shall be broken if he or she:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) has been laid off or is sick for a period of twenty-four (24) consecutive calendar months, or
- (d) fails to advise the Company of change in address or fails to report within a reasonable time when called if, in addition, the Union is given forty-eight

(48) hours in which to locate such employee and arrange for his/her reporting to work, or

- (e) accepts a Severance allowance payment, or
- (f) takes a pension under the General Mills Pension Plan.

Plant Seniority

The term "Plant Seniority" as used herein shall mean a period reflected by the Company's employment records of an employee's continuous service. Plant seniority shall accumulate for the purpose of determining rights of employees in connection with lay-offs and recalls.

11.02 Probationary Employees

Employees shall be regarded as on probation for the first sixty (60) working days of their employment. Upon completion of the probationary period, the employee's seniority shall be retroactive to the beginning date of his/her last period of continuous employment. There shall be no Company responsibility for re-employment or continued employment of probationary employees. Maintenance employees shall be regarded as on probation for the first one hundred and twenty (120) working days of their employment. The probationary period may be extended by mutual consent of the union and the company on a case by case basis.

11.03 Seniority List

The Seniority lists will be revised every three months. They will be available for inspection by the employees concerned at the Production Office, or some other suitable location. Effective July 16, 1996, the Seniority list will show two dates:

- (a) The date of hire for purposes of vacation, layoffs and recalls.
- (b) The date of completion of 950 hours for the purposes of pension and benefits.

All employees hired from and after July 16, 1996 will follow 11.03 a) and b), and will have lower seniority than all current Regular, Casual and Probationary employees. All employees on the current seniority list as of July 15, 1996, will follow rules in effect as at their date of hire.

11.04 Temporary Student Help

The Company may hire summer help to cover the vacation period but that help will not accrue seniority. The summer period is defined as from May 1st to August

31st. Employees hired outside the May 31st to August 31st period will be from the working force, if available.

11.05 Maintenance Employees

New employees hired to become Maintenance Regular Seniority Employees, including those who have completed their probationary period, shall be eligible for Statutory Vacations and Statutory Holidays only, during their *first* one hundred and ~~twenty~~ (120) working days of continuous service with the Company. Coverage for other benefits is effective on the first of the month following completion of one hundred and twenty (120) working days of continuous service, unless specified as being later.

11.06 Regular Employees

a) For employees hired before May 31, 2002

A regular employee base of a maximum of 190 employees will be maintained. Once an employee has worked 950 hours in a calendar year he/she will be eligible for regular employee *status* only if this does not increase the regular employee base over 190. However, the rate of pay for newly hired employees will remain as outlined in Article 11.07 for the time periods noted. Health and dental benefits will be available for regular employees only.

b) For employees hired after May 31, 2002

A regular employee base of a maximum of 150 employees will be maintained. Once an employee has worked 1200 hours in a calendar year he/she will be eligible for regular employee *status* only if this does not increase the regular employee base over 150. However, the rate of pay for newly hired employees will remain as outlined in Article 11.07 for the time periods noted. Health and dental benefits will be available for regular employees only.

11.07 Casual Employees

A three-tier system of casual employees will be maintained.

Tier 1: A casual worker will be hired at \$2.00 per hour less than the job rate in the collective agreement for the first twelve (12) months of employment.

Tier 2: During the second year of employment the Casual employee will be paid \$1.00 per hour below contract rates.

Tier 3: Commencing the third year of employment the Casual employee will receive regular hourly wages.

Casual employees will receive benefits when they become regular employees as noted in 11.06.

- a) Employees will be considered Casual, until these employees have 1200 hours (including recognized holidays) in a calendar year except as noted in Article 11.06 (a). Employees eligible for maternity, jury duty, parental and WSB leave, will accumulate hours and seniority for the time they otherwise would have worked.
- b) Group Life, Health, Dental, Disability and Pension Plan referenced in ARTICLE 24 shall not apply to Casual Employees. Such benefits shall apply at the beginning of the month after attaining regular employee status as noted in Article 11.06. Casual Employees shall receive 4% of their T-4 earnings as defined in this agreement, as vacation pay each year.
- c) Casual Employees shall be subject to Union Membership, dues and Initiation fees as outlined in ARTICLE 3.02 and ARTICLE 26. Casual Employees will become subject to the grievance procedure in ARTICLE 20 covering the terms and conditions of their employment status. There shall be no Company responsibility for re-employment or continued employment during the first sixty (60) working days. The Company agrees to inform the Union of dismissal and reason, prior to communication with employee.

11.08 Casual employees must keep all jobs on their choices until they become regular employees.

Article 12 LAY-OFFS

12.01 When it becomes necessary to reduce the working force at the plant of the Company, plant seniority shall apply with respect to all employees, qualifications being sufficient. In the consideration of plant seniority, it will be the practice to lay off the employee having the shortest period of plant seniority. It is recognized that some leeway is necessary to the Company in the application of this rule in order to provide for instances where specialized skill, experience, and/or ability necessitate that exceptions be made in order to insure efficient and continuous plant operations.

- a) The interpretation of the above paragraph means that a reduction in force or lay-off shall be any day on which an employee is not scheduled to work.

- b) In recalling, seniority shall prevail and the practice at the plant will be that the employee with the longest plant seniority will first be recalled, but the same leeway shall be due the Company as is provided for in the case of lay-offs under the above paragraph.
- c) Further, no new employees will be hired until all available, regular employees have been afforded an opportunity to return to work, except that should occasion require the services of someone especially qualified for a certain job or position which cannot be filled from the employees in the plant, this rule shall be modified to that extent. Failure to report within a reasonable time when called, failure to advise the Company of change of address, or an absence of over one (1) year may be cause for removal from consideration.
- d) In the event of a lay-off, top seniority in the plant will be granted to the local Union President, excluding Maintenance.

ARTICLE 13
NEW POSITIONS AND RATES

- 13.01 Whenever the duties, responsibilities or other job content have changed substantially, either party to this Agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in rate for the same.
 - a) Whenever there are drastic or major duties, responsibilities or job content changes for critical or key positions after choices have been made an employee will have the right to remove this job choice or to move within their choices one time only within the current job choice period. The job can not be added back to the choice list for one year once removed and until a training update has been completed.
- 13.02 Prior to the inauguration of a permanent new job, the Union shall be advised of its intended establishment. When the permanent new job is created, the Company may at its discretion, establish a temporary rate for such work, and after thirty (30) days of operation, shall negotiate with the Union a permanent rate which shall be retroactive to the effective date of the new job. Job description to specify other duties as assigned pertaining to the job.

Article 14
TRANSFERS

- 14.01
 - a) Temporary transfers for any reason which extend beyond sixty (60) days shall be subject to immediate review by the Union and the Company. In case a temporary transfer for any reason is for a period longer than sixty (60) days consecutively, the Company and the Union will review such transfer to

determine the employee's seniority status. In case a new position is established, the rate for the new position will be determined by negotiation between the Union and the company prior to the end of the sixty (60) day period.

- b) Employees in any position are expected to perform any duties pertaining to the job. When an employee is assigned to a lower-rate job for the company's convenience, and work continues on his/her job, such employee shall receive the wage rate of his/her regular position. In other circumstances, the rate of the position the employee is working in will be paid.
- c) It is understood that nothing in the preceding paragraphs precludes an employee from agreeing to accept a lower rate of pay while serving as an apprentice or while in training for a job paying a higher rate. An employee will be deemed qualified for the rate of pay of the job involved when he/she satisfactorily performs the duties with no more supervision than is required by other qualified workers on the same job.
- d) In the case of transfer for the Company's convenience, (meaning a transfer not in accord with the employee's bid job or alternate choice selection, but which is at the choice of the Company for reasons of skill) employees transferred will receive remuneration equivalent to that of the job they are transferred from, or the pay for the hours worked on the job they are transferred from, or the pay for the hours worked on the job they are transferred to, whichever is greater. Any one transferred from a three (3) shift operation to a two or one shift operation shall receive a paid lunch break.
- e) If a transfer occurs, then the employee will get the higher rate for all hours, full or partial, worked on the new job.
- f) Company will exhaust all replacement and scheduling procedures before using Company convenience.
- g) An employee who is moved to a position with an earlier start time than they were originally scheduled. Said employee will be allowed to leave at the normal end time of the position they were moved to and receive eight (8) hours pay.

14.02 Employees accepting or transferring to all management positions referred to in Article 3 Recognition, clause 3.01 and remaining for more than nine (9) months shall not retain their seniority rights in the bargaining unit. Employees may only exercise this clause once.

14.03 The Company reserves the right to balance out light duties personnel, firstly by shift, second by seniority.

Article 15
POSTING PROCEDURES

- 15.01 When **two** or more employees have equal plant seniority, the earliest shift worked on the first day shall govern, and if both started work on the same day and shift, the alphabetical order of the employee's last name shall govern, beginning with the letter "A". It is understood that seniority along with the employees' ability, physical qualities and absenteeism will be the determining factors in awarding critical positions.
- 15.02 Employees accepting a promotion or transferring to another position shall be given a fair trial **in** the new position and shall be returned to their old position if they are unable to perform the new assignment satisfactorily. Management and Employees have fifteen (15) working days to come to **a** decision on accepting a job posting.
- 15.03 Employees will be considered capable of performing the duties of their new position in a satisfactory manner when they require no more supervision than other qualified employees in the same position.
- 15.04 Employees will be allowed to obtain **three** (3) job postings in a twelve (12) month period. Once an employee is qualified **through** the job posting procedure, this position must be included in job choices for a minimum of **two** (2) years. The following will not be considered in the above:
- 1) An employee returns by choice to their previous job before the sixth working day of the trial.
 - 2) **An** employee **is** unsuccessful in the job, and is returned to their previous job by the company before the end of the trial period.
 - 3) Temporary Posting
 - a) If employees move to a lower rated job for their **own** convenience and find their new position **to** be inadequate, they may request, along with **reasons as** to why, they wish to return to their former position.
 - b) Employees holding a temporary posting may not use their seniority to claim daily overtime when not scheduled on their bid jobs.
 - c) When an employee cannot obtain their temporary position by reason of seniority or the position is not functioning that day, they will return to their original bid job and then choices.
- 15.05 Before filling vacancies, the Company will post a notice of such vacancy on the bulletin board within three (3) days of job vacancy. **This** notice shall remain

posted for three (3) working days and employees desiring to apply for the position must sign their names to the notice during that period of time. Failure to do so removes any employee from consideration for the vacant position.

If no suitable applications are received, the Company will fill the vacancy with employees on seniority not holding a job within any position and if there are no such employees, the Company may fill the vacancy by hiring an employee for such a vacancy.

The higher rate of pay as a result of a posting shall be paid the employee only for the hours actually worked on the job while completing his/her trial period in 15.02.

- 15.06 If for legitimate verified reasons approved by the HR Manager and the Plant Committee, employees shall be absent from work during the above mentioned three (3) working days, due consideration will be given the employees for such advancement, provided they indicate a desire for such consideration within five (5) working days after their return to work and within ~~thirty~~ (30) working days from the date of posting. The company will advise seniority employees on approved leaves of such postings.
- 15.07 The Company also agrees to post the name of the employee chosen for such positions within five (5) working days. If the Company is unable to post such notice within five (5) working days, ~~the~~ Committee will be notified in writing of the reason.
- 15.08 There will be twelve (12) permanent employees on the Snacks Sanitation crew and four (4) permanent employees on the RBG Sanitation crew. **When** additional positions are required, the additional positions will be assigned by plant seniority from the employees on lay-off or new employees.
- 15.09 (a) Among the twelve (12) permanent employees on the Snacks Sanitation Crew, the nine (9) most senior permanent members of the crew, will be protected. Among the four (4) permanent employees on the RBG Sanitation Crew, the four (4) most senior permanent members of the crew will be protected.
- (b) The definition of "protected" in the above paragraph means that the nine (9) protected employees on Snacks Sanitation and four (4) protected employees on RBG Sanitation will be regularly assigned to their respective crews when the job is functioning and cannot be replaced by senior employees on lay-off. The three (3) non-protected employees on the Snacks Sanitation crew can be bumped by senior qualified employees facing layoff.
- (c) In cases where the RBG and Snacks line is not running production, one Protected Sanitation employee will be utilized for **two** senior qualified

employees up to a total of four. Thereafter, the jobs will be filled on the basis of senior qualified employee first.

(d) Employees holding protected positions shall by choices be placed on jobs that are considered by the Company to be protected jobs and only moved as a last resort.

(e) Employees holding the final three (3) permanent spare positions on Snacks Sanitation shall be trained on positions so as to be available should a protected employee be absent.

15.10 In the event of failure on a posting or a decline, the employee concerned will be returned to their old job, and if ~~within~~ **within thirty (30)** days of the job posting, the next applicant will be found by taking the next most senior person who signed the posting. After ~~thirty~~ **(30)** days, the job will be re-posted.

15.11 Disqualification

1. Any employee who is disqualified from any job as a result of errors made doing that job will not be eligible to claim any work in that job category for a period of one (1) year.

2. The above one (1) year limit will apply equally to all jobs in our operations.

Article 16 LEAVES OF ABSENCE

16.01(a) Upon written request of the Union, the Company will grant a leave of absence to not more than two (2) employees in the plant to accept full-time positions with the Union. However, if the number of employees in the bargaining unit exceeds five hundred (500), then one (1) additional employee will also be granted a leave of absence. Plant seniority shall accrue during such leaves of absence.

(b) Employees returning to work from leave of absence shall return to the position they occupied at the time their leave becomes effective.

16.02 If an employee is required to be absent from work through service in the Reserves, or who is drafted, or volunteers for service in Canadian Armed Forces, may be, by mutual agreement between the Plant Committee and the Company, granted a leave of absence, in writing. Such leave of absence will not interrupt an employee's continuous service.

16.03 An employee absent because of service requirements in the Reserves will be returned to his/her regular position immediately upon his/her return from service in the Reserves.

- 16.04 Employees serving with Canadian Armed Forces will be returned to their former position providing they report for work within ninety (90) days after obtaining their Certificate of Discharge.
- 16.05 The Company will grant leaves of absence retroactively to employees when warranted for legitimate reasons, including illness and accident. Seniority will accumulate during such leaves of absence.
- 16.06 The Company will grant leaves of absence without pay for a reasonable period twice each year, to not more than three (3) employees to serve as delegates for the local Union for the transaction of Union business.
- 16.07 At the discretion of the Company, a short term personal leave-of-absence of one (1) or two (2) days, without pay, may be granted on an infrequent basis if said employee has booked all vacation days.

Article 17
VACATIONS

- 17.01 It is agreed the scheduling of all vacations shall be decided by Plant Management having regard to the necessity of maintaining production and seniority and, whenever it is practical, to arrange vacations to suit individual employees, an effort will be made to do so. The Company will allow two (2) employees from similar positions to take the same week's vacation outside the scheduled plant shutdown, except during September, October, November, February, and March, when only one (1) person will be allowed to go. One (1) additional employee in similar positions may be allowed to take vacation provided Company approval is granted in accord with production requirements.
- 17.02 Plant shutdown schedule will be posted by April 1.
- 17.03 Vacation schedules will be posted by April 1 and will be completed by May 30th.
- 17.04 Failure to comply will result in vacation allotment according to production requirements.
 - a) One week of vacation will take precedent over less than a full week.
- 17.05 The Company will allow two (2) employees from similar positions to take three (3) consecutive weeks' vacation outside the scheduled plant shutdown, except during September, October, November, February, and March, when only one (1) person per similar position will be allowed to go for a two (2) week period. One (1) additional employee in similar positions may be allowed in accord with production requirements.

17.06 For the purpose of a plant shutdown referred to in Article 17.02, for either a one (1) week or ~~two~~ (2) week period, it is agreed all eligible for vacation at that time will take their vacations, provided their services are not otherwise required. If there is not a scheduled plant shutdown, the Company shall grant the above vacations in accordance with the principles of paragraph 17.01 above.

17.07 Vacation Payments

- (a) Any employee who has completed 1200 hours in a calendar year or is a regular employee according to article 11.06 will receive full vacation pay out.
- (b) Employees who at the time of the plant shutdown have accumulated unbroken service on the payroll of one (1) full year shall receive two (2) weeks' vacation with pay. Employees who have not completed a year's service shall receive an amount equal to four percent (4%) of their total earnings up to the holiday.
- (c) Each week of vacation shall be compensated at ~~two~~ percent (2%) of the employee's gross yearly pay or forty (40) hours times their bid job hourly wage rate (or, if not assigned a bid job, the hourly wage rate of the job they are normally assigned to) at the time of their vacation whichever is the greater. After fifteen (15) years of continuous service each week of vacation shall be compensated at ~~two~~ and one half percent (2½%) of the employees gross yearly pay or forty (40) hours times their bid job hourly rate (or if not assigned a bid job), the hourly wage rate of the job they are normally assigned to at the time of their vacation, whichever is the greater. The term "gross yearly pay" shall mean the T-4 earnings for the preceding calendar year and including pay, bereavement pay, jury duty pay (no mileage), and vacation pay. In addition to the T-4 earnings, money's paid in lieu of wages under the Worker's Compensation Act in Ontario, and up to a maximum of forty (40) hours times the employee's hourly wage rate for each week an employee is paid a benefit from the Weekly indemnity Plan. A Casual employee who works 1200 hours or less in the previous calendar year, except as noted in 11.06 (a) shall have his/her vacation pay calculated at 4% of total earnings for the previous calendar year.
- (d) The period used as the vacation year for purposes of taking vacation, or for prorating vacation pay for new or terminated employees is June 1 of each year to the following May 31. Employees who have worked sometime during the vacation year will receive vacation pay after June 1 of the following vacation year.

An employee who returns to work from an extended leave or lay off period for at least one day, shall qualify for the vacation he/she would normally be entitled to by reason of length of service.

- 17.08 Employees with five (5) years' continuous service shall receive **three (3)** weeks' vacation with pay.
- 17.09 Employees with twelve (12) years' continuous service shall receive four (4) weeks' vacation with pay.
- 17.10 Employees with seventeen (17) years' continuous service shall receive five (5) weeks' vacation with pay.
- 17.11 Employees with twenty-five (25) years of continuous service shall receive **six (6)** weeks' vacation with pay.
- 17.12 Employees permanently leaving the Company payroll will receive the vacation with pay for which they have become eligible during the **year** on a pro-rated basis. This provision is to apply also in the case of death of an employee.
- 17.13 No employee will be allowed to work their vacation.
- 17.14 **An** employee who has an approved vacation for Friday or Monday will not be mandated on the weekend. The employee however may sign to work the weekend shift if they wish to work.
- 17.15 If the approved leave or vacation is on a normal scheduled work day, the employee will be considered off for the day in question and not available to work until the day shift of the next day. If this is not acceptable, it will be the employee's responsibility to note on the request form that they wish to be available for the production night shift of the requested day off. **This** will not apply to "C" shift employees.

Article 18

SEVERANCE PAY

- 18.01 Employees who have completed two (2) or more years of continuous service with **the** Company and who are thereafter permanently laid off due to lack **of** work caused by management action in initiating **any** of the following changes, shall be eligible for severance pay.
- (a) Technological improvements in facilities or equipment.
 - (b) Changes in methods of production, processing, shipping, receiving, materials handling or distribution, etc.
 - (c) Permanent closing of the plant, job reduction or other permanent reductions in the total plant working force.
- 18.02 Employees shall not be eligible for severance pay (1) if they are eligible for normal retirement under the provisions of the Retirement Plan of General Mills

Canada Corporation and the **Bakery**, Confectionery, Tobacco Workers and **Grain Millers** (AFL, CIO, CLC) international Local 388 G, (2) in the event of discharge for just cause or resignation, (3) in the event of death or (4) in the event of an employee being offered and accepting employment elsewhere with General Mills Canada Corporation.

18.03 "Permanently Laid Off" as used in **this ARTICLE 18** is defined as a lay-off resulting from the application of (a), (b) or (c) of Paragraph 18.01 above. Temporary lay-offs which extend beyond twenty-four (24) months shall be considered permanent lay-offs for the purpose of **this ARTICLE 18**. Lay-offs will be in accordance with **ARTICLE 12** of this collective agreement. However, employees (i.e. employee A) displaced as a result of the elimination of their regular job and who are also eligible for severance pay may have the option of accepting the lay-off and receiving severance pay or exercising their seniority under **ARTICLE 12** to claim another job. If they choose to exercise their seniority to claim another job, and displace another eligible employee, (i.e. employee B) with a higher, the same or next lower classified hourly rate, employee **B** shall have the option of accepting the lay-off and receiving severance pay or exercising their seniority under **ARTICLE 12** to claim another job. Employees will be eligible for the severance option as outlined above, if their bid job is eliminated and they are not offered or are unable to perform other job functions by virtue of their seniority, qualifications or physical abilities.

(a) Employee A has the option of claiming up to two (2) jobs with seniority and pay rate to commence the day after employee A notifies plant management, in writing.

18.04 Severance Allowance for eligible employees who are permanently laid off shall be based upon length of continuous service with the Company. **An** eligible employee who has completed three (3) full years of continuous service shall receive a Severance Allowance of three weeks' pay (120 hours) at his/her normally assigned straight-time rate.

For each additional year of continuous service, an eligible employee will receive one (1) weeks' pay (40 hours) at the employee's straight time normally assigned rate. **An** additional forty (40) hours straight time pay for each year over twenty (20) years will be paid.

18.05 The severance pay will be payable to eligible employees in one (1) lump sum after it **has** been determined that a reduction in the work force is a permanent lay-off of any employee. The amount of the Severance Pay will be based on the eligible employee's continuous service at the time he/she is laid off from active work, provided he/she **has** been notified in writing by the Company that his/her permanent lay-off would become effective on that date.

- 18.06 Eligible employees who have been on temporary lay-off for a period of 270 or more consecutive calendar days may exercise the option of accepting severance pay or retaining their recall rights as provided in ARTICLE 12 of this agreement.
- 18.07 Except in the case of a permanent closing of the plant, an eligible employee may choose to defer receipt of the severance pay until:
- (a) The end of the employee's allowance period of weekly unemployment compensation benefits under the laws of the Province of **Ontario**.
 - (b) The end of the employee's allowance recall period **as** provided in ARTICLE 12 of this agreement.
 - (c) Severance pay for which employees **are** eligible will be payable to an employee's dependents or estate in the event of their death after they become eligible and before they have been recalled for active work.
- 18.08 It is understood that upon receipt of severance pay an employee relinquishes all recall, seniority, and employment rights with the Company.
- 18.09 **In** the event of a plant closing consistent with ARTICLE 18.04, it is understood that the Severance Pay Allowance will be in full and final settlement.
- 18.10 in the case of a permanent closing of the plant, an eligible employee shall receive his/her severance pay **no** later than thirty-one (31) calendar days after the last day he/she is actively at work with the Company.

Article 19

PLANT COMMITTEE

- 19.01 Plant Committee of five (**5**) members, includes the President and the Vice President and three (3) shop stewards, of B.C.T.G.M. Local 388 G will be appointed by the Union to meet and bargain with the Company on matters properly arising from time to time in administration of this Agreement.
- 19.02 Members of the Committee shall be selected in accordance with the constitution of the Union.
- 19.03 It is clearly understood the Committee members will not absent themselves **from** their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business; in accordance with this understanding the Company will compensate such employees for the time spent in negotiating with the Company; handling grievances of employees, and attending the meetings of the plant committee, at their regular rate of pay. **This** does not apply **on** time spent on such matters outside of regular working hours. Aforementioned meetings will be held during regular working hours Monday **through** Friday.

- 19.04 The Union agrees to supply the Company with the names of the employees constituting the plant committee and will keep a list up to date at all times.
- 19.05 A copy of all notices posted on the bulletin board concerning the employees will be placed in the Union Letter **Box**.
- 19.06 Elected Officers of the Union who may be called upon to transact business for the Union which requires their absence from duty with the Company shall, upon application and twenty-four (24) hours' notice to the proper representative of the Company, be allowed to absent themselves for sufficient time to transact such business with **no** pay.
- 19.07 In the future any matters agreed upon between the Company and the Union shall be reduced to writing, signed by both parties, and become a part of this Agreement and attached hereto.
- 19.08 Plant Committee members required to be absent from their regular duties for the purpose of investigating and processing grievances and complaints shall notify their **Team** Leader, who shall arrange relief, if necessary. It is understood that only under emergency conditions shall a Team Leader refuse to grant permission to a Plant Committee member to leave his/her job for necessary Plant Committee member's duties. It is agreed that Plant Committee members shall only absent themselves from their duties for the length of time necessary to investigate or adjust a complaint or grievance and shall report immediately upon their return to their job.

Article 20

TERMINATION & GRIEVANCE PROCEDURE

- 20.01
 - (a) A claim by employees that they have been unjustly discharged from their employment shall be treated as a grievance, but a written statement of such grievance must be lodged with the plant committee and the Plant Manager within three (3) working days after the last day for which the employees received their wages. The Company will advise the plant committee, in writing, whenever a Union member is discharged.
 - (b) Upon written request over the signature of the employee involved, the Company will notify him/her in writing of the reason for such suspension or discharge.
 - (c) Verbal warnings will be given in the presence of a committee member.
- 20.02 The Company shall notify the Union in writing of the termination of employment of any employee covered by this Agreement.
- 20.03 Disciplinary notes and letters more than twelve (12) months old.

As agreed, the following procedure will apply in future:

- (a) All notes, letters, memos, etc., will remain in and constitute a part of each employee's personal file for the duration of employment.
- (b) Notes and letters pertaining to specific disciplinary action regarding attendance and/or break periods will not be used as progressive steps **throughout** disciplinary procedure (warning, letter, suspension) when there is a period of twelve (12) complete months or more between specific incidents. Example:
 - (1) Employee "A" – verbal warning July 12, 1974 re: long breaks.
 - (2) Employee "A" – takes long break **August 15, 1975** – he/she would again receive a verbal warning – NOT the next step which would be a written warning
- (c) All information in any employee's file will be used when desired to develop an employee profile.
- (d) Management will make every reasonable effort to communicate disciplinary action to employees **as soon as** practical following the completion of investigation.

20.04 If employees have any questions or complaints which they wish to discuss with the Company, they shall:

Step 1: Discuss the matter with their immediate supervisor within five (5) working days (with the exclusion of any days the employee is on Holiday, Bereavement Leave, Vacation or Layoff) from the time the grievance occurred. A Union Committee member may be present at this meeting if the employee so desires. The Team Leader involved shall have five (5) working days to provide an answer to the employee. If this answer is not satisfactory, the employee may proceed to the next step.

Step 2: The employee, or the Union Committee, shall submit a written copy of the grievance to the Team Leader involved within five (5) working days of receiving an answer in Step 1. The Company shall supply the triplicate forms for the grievance to be processed in writing. The Team Leader involved shall return two (2) copies of the ~~form~~ to the employee and the Union with his/her written answer, within five (5) working days of receipt of the written grievance.

If the decision at this **step** is unsatisfactory, the employee may proceed **to** step 3.

Step 3: Within five (5) working days of the answer given the employee in Step 2, the Union Committee member may request a meeting with the Plant Manager or

his/her designate for purposes of settling the grievance satisfactorily. **This** meeting shall be held ~~within~~ three (3) working days of the request, and not more than two (2) such meetings may be called in any one (1) calendar month. At this meeting a full-time representative of the Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International or an outside Company representative, or both, may be present.

Time limits mentioned in this ARTICLE may be waived by mutual agreement between the Company and the Union. If the grievance time limits mentioned are not observed by the employee, the grievance shall be considered null and void; if the time limits mentioned ~~are~~ not observed by management, the Union may proceed to the next step.

In the event the grievance is not settled satisfactorily, the grievance may be referred to arbitration.

- 20.05** Any grievance settled in favour of the employee shall be paid immediately upon settlement.

Article 21
ARBITRATION

- 21.01 (a)** Step 1: In the event arbitration is to be invoked, the request must be made in writing to the other party within thirty (30) working days or such further period as is mutually agreed upon by the Company and the Union.
- Step 2: As soon as the Arbitrator has been appointed, he/she shall meet as soon as possible to hear the evidence and receive the representation of both parties.
- (b)** The Arbitrator shall not have jurisdiction to alter or change the provisions ~~of~~ this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. It shall, however, have authority to alter or amend a disciplinary penalty.
- (c)** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- (d)** Each of the parties hereto shall share the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Arbitrator.
- (e)** At any stage of the grievance procedure, including arbitration, the conferring parties may have the active assistance of the employee or employees concerned, and any necessary witnesses. All reasonable arrangements shall be made to permit the Arbitrator to have access to the

plant to view disputed operations, and to confer with the necessary witnesses.

- (f) No grievance shall be considered by the Arbitrator unless it has been properly carried **through** all previous steps of the grievance procedure.

Article 22

MANAGEMENT RIGHTS

22.01 Subject to the terms of this Agreement, the Union agrees it is the exclusive function and the right of the Company to manage its plant, to maintain order, discipline and efficiency, to direct the working force, including the right to hire, suspend or discharge for just cause, to assign and reassign employees to jobs, transfer employees, to increase or decrease the working force; to determine the products to be handled, produced, processed or manufactured, to determine the schedule of production and methods, processes and means of production for handling of its products.

Article 23

CONTRACTING OUT WORK

- 23.01(a) The Company will not contract out work customarily performed by bargaining unit employees **on** the Company's premises unless:
- (i) Plant employees are not qualified by reason of lack of skill or experience to do the work required, or
 - (ii) The necessary tools or equipment are not available at the plant, or
 - (iii) Such work cannot be completed by plant employees within required time limits.
- (b) At least seven (7) days before contracting out such work, the Company will meet with the Union Committee to explain to them the kind of work to be contracted, why it is necessary to contract such work, and the approximate time which will be required to **perform** the work. The above notice will not be applicable in cases of breakdown or other exceptional situations requiring immediate attention.

Article 24

GROUP LIFE, HEALTH, DISABILITY AND PENSION PLANS

24.01 The Company agrees to continue for the duration of this Agreement the Group Life, Health, Disability and Pension Plan benefits **as** negotiated between the parties. Except for the Dental Plan, which is partly contributory, the Company

agrees to pay the **costs** of providing the coverage mentioned in this Article, Eligibility for benefits is governed by law or the policies in effect with the insurance plan carrier. Coverage of each of the Plans will be set forth in the booklets available for each employee.

24.02 Pension Plan

The pension plan provides the following benefits for all eligible employees on a non-contributory basis for employees:

(a) Past Service Pension

All employees with continuous service prior to June 23, 1974, will be given ~~at~~ least \$8.00 per month per year of service, including the pension purchased by the employee.

- (b)** ~~All~~ employees with continuous service from June 23, 1974, until June 22, 1976, will be given \$8.00 per month per year of service.
- (c)** Ail employees with continuous service from June 23, 1976, until June 22, 1977, will be given \$9.00 per month per year of service.
- (d)** Ail employees with continuous service from June 23, 1977, until June 22, 1979, will be given \$11.00 per month per year of service.
- (e)** All employees with continuous service from June 23, 1979, until June 22, 1980, will be given \$11.50 per month per year of service.
- (f)** A pension benefit of \$12.50 per month, per year of service for an employee with continuous service from June 23, 1980, until June 22, 1981, shall apply. A pension benefit of \$13.00 per month per year of service for an employee with continuous service from June 23, 1981, until June 22, 1982.
- (g)** A pension benefit of \$15.00 per month, per year of service for an employee with continuous service from June 23, 1982, until June 22, 1984.
- (h)** A pension benefit of \$16.00 per month per year of service for an employee with continuous service from June 23, 1984, until June 22, 1985; and \$17.00 per month per year of service for an employee with continuous service until June 22, 1987.
- (i)** A pension benefit of \$18.00 per month per year of service for an employee with continuous service from June 23, 1987, until June 22, 1988.
- (j)** A pension benefit of \$20.00 per month per year of service for an employee with continuous service from June 23, 1988, until June 22, 1989; and

\$22.00 per month per year of service for an employee with continuous service from June 23, 1989, until June 22, 1990.

- (k) A pension benefit of \$25.00 per month per year of service for an employee with continuous service from and after June 23, 1990.
- (l) A pension benefit of \$26.00 per month per year of service for an employee with continuous service from and after June 23, 1996.
- (m) A pension benefit of \$28.00 per month per year of service for an employee with continuous service from and after June 23, 1997.
- (n) A pension benefit of \$31.00 per month per year of service for an employee with continuous service from and after June 23, 1998.
- (o) A pension benefit of \$34.00 per month per year of service for an employee with continuous service from **and** after June 23, 1999.
- (p) A pension benefit of \$36.00 per month per year of service for **an** employee with continuous service from and after June 23, 2000.
- (q) A pension benefit of \$37.00 per month per year of service for an employee with continuous service from and after June 23, 2001.
- (r) A pension benefit of \$38.00 per month per year of service for an employee with continuous service from and after June 23, 2002.
- (s) A pension benefit of \$39.00 per month per year of service for an employee with continuous service **from** and **after** June 23, 2003.
- (t) A pension benefit of \$40.00 per month per year of service for an employee with continuous service from and after June 23, 2004.
- (u) A pension benefit of \$41.00 per **month** per year of service **for** an employee with continuous service from and **after** June 23, 2005.
- v) A pension benefit of \$42.00 per month per year of service for an employee with continuous service from and after June 23, 2006.
- w) A pension benefit of \$43.00 per month per *year* of service for an employee with continuous service from and after June 23, 2007.
- x) A pension benefit of \$44.00 per month per year of service for an employee with continuous service from and after June 23, 2008.
- y) A pension benefit of \$45.00 per month per year of service for an employee with continuous service from and after June 23, 2009.

- z) A pension benefit of **\$46.00** per month per year of service for an employee with continuous service from and after June 23, 2010.

24.03 Work-Related Benefits

- (a) The Company will pay **\$125.00** per year per employee towards the purchase of safety shoes. **This** money will not be banked.
- (b) If glasses are broken at work, the Company will pay for their replacement, provided safety glasses are purchased. The Company will pay for new safety glasses **as** prescription warrants, or once every four (**4**) years. **This** applies for employees with continuous service of one (**1**) year or more.
- (c) The Company will pay **\$200.00** towards the purchase of glasses in the first year of **this** agreement and **\$225.00** in the third year of this agreement for replacement other than stipulated above.
- (d) For replacement of mechanical tools the Company will refund up to **\$240.00** annually upon proof of purchase. Tool kits will be maintained to Company standards. **This** allowance applies to a tradesman or an apprentice only.

Article 25

LIMITATION ON STRIKES AND LOCKOUTS

- 25.01 **During** the life of **this** Agreement, no strike in connection with disputes arising hereunder **shall** be caused or sanctioned in the plant covered by **this** Agreement by the Union or by any member thereof and no lockouts shall be ordered by the Company in connection with such disputes.
- 25.02 Employees whose work is required for plant protection during any shutdown shall be permitted to **perform** faithfully such services without interference from the Bakery, Confectionery, **Tobacco** Workers and Grain Millers (AFL-CIO-CLC) International or organization affiliated therewith, or members thereof.

Article 26

DEDUCTION OF DUES

- 26.01 The Company will deduct **from** the wages of each employee an amount of dues **equal** to the dues set by constitutional action by the **Union**. **This** deduction will be made from new employees on the first payroll and will be remitted to the Financial Secretary of the Union.

26.02 ASSIGNMENT OF AUTHORIZATION

TO: General Mills Canada Corporation -- Midland, Ontario

I hereby assign to Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL, CIO, CLC) International Local 388 G, monthly dues as established by the Union pursuant to its Constitution, Laws and Regulations and an initiation fee also as established by the Union pursuant to its constitution, Laws and Regulation.

Such regular dues shall be deducted from my first pay cheque. The initiation fee shall be deducted following the completion of sixty (60) working days service.

You are directed to remit such deduction to the Treasurer of the Union pursuant to the provisions of the collective bargaining agreement. I further agree that General Mills Canada Corporation shall be saved harmless for all deductions by virtue of this authorization.

Date

Signature

26.03 Payment of Union Dues

The company will pay each current month's dues to the Union Treasurer by the Fifteenth (15th) day of the month following.

Article 27

TERMS OF AGREEMENT

27.01 This Agreement shall become effective June 1, 2006 and shall continue in full force and effect up to and including May 31, 2011.

27.02 This Agreement may be amended, altered, or varied at **any** time by mutual consent, and any such modification, alteration or variation, to be binding, shall be in writing and signed by the parties hereto, otherwise the Agreement shall be in effect for the period of June 1, 2006 to May 31, 2011 and shall continue from year to year after that date unless either party gives notice in writing of intention to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement, within a period of not less than thirty (30) days, and not more than ninety (90) days prior to any such yearly date of termination.

BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS (AFL-CIO-CLC)	GENERAL MILLS CANADA CORPORATION
Karl Walker	John Stano
Del Mattice	Janet Charlebois
Vicki McMartin	Rachelle Landry
Darlene Picard	Stephen Masciangelo
George Zanin	Lori Cain
Scott Barnum	



The Company agrees to a wage increase of 2.25 % first year, 2.5% second year, 2.5% third year, 2.5% fourth year, and 3.0% fifth year.

The Company assures changes are made to benefit booklets that coincide with the changes to the contract.

The Company agrees to pay fifty dollars (**\$50.00**) for each psychologist visit to a maximum of ten (10) visits.

The Company agrees to increase the maximum to fifteen hundred dollars (**\$1500.00**) per lifetime in the second year for orthodontics.

The Company agrees to increase to \$10.00 per visit up to a maximum of twenty (20) visits per type of practitioner (Chiropractor, Osteopath, Naturopath, Podiatrist, Masseur, Physiotherapist).

27.03 If notice of intention to amend is given by either party in writing pursuant to the provision of the preceding paragraph, such negotiations shall commence not later than twenty (20) days **after** the date of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then **this** Agreement may be extended by mutual agreement between the negotiating parties for such further time as **necessary** in order to complete the negotiations. The Company and Union agree to exchange proposals simultaneously.

27.04 **This** Agreement and all terms and conditions thereof shall be subject to any proper legislation in regard thereto duly enacted by the statute or regulations by the Province of **Ontario** and **this** Agreement shall be from time to time modified, extended, restricted or amended to give effect thereto.

27.05 Any change in the schedules of working **conditions** will be a matter for negotiations between the Company and the Plant Committee.

27.06 Any change in the schedule of positions and their related rates will be a matter for negotiations between the Company and the Plant Committee.

Article 28

APPENDIX "A"

MAINTENANCE TRAINING PROGRAM

28.01 Maintenance Position
See Article 29, Appendix "B"

28.02 Selection of Eligibility

Maintenance Trainee, PM Set Up, Electrical Apprentice, positions will be posted

Requirements:

-physically fit for maintenance work (applicant will be required to take a physical examination).

-obtain a passing score on Bennett BB Mechanical Comprehension Test with the passing score established by joint Union and Company cooperation. The passing score will be established **from** a comparison between the present maintenance norm and the mean from the general mechanical norms as outlined in the Bennett mechanical Comprehension Test Form BB Manual. The employee holding the greatest plant seniority will be tested first. The limitation on the number of times one (1) employee is eligible for the Bennett BB Test is a maximum of **two** (2) times.

-Acceptance by Manpower training Branch as an apprentice for certified trade training, (Grade 12 educator level or passing score on Self Achievement Test set by the Manpower Training Branch).

28.03 Advancement

-Trainee to Apprentice I will be made by successfully passing basic 8-week schooling and completing initial 2,000 hours of in-plant training.

-Apprentice I to Apprentice II will be made by successfully passing 7-week intermediate schooling and completing a further 2,000 **hours** of in-plant training.

-Apprentice II to Apprentice III will be made by successfully passing 7-week advanced schooling and further 2,000 hours of in-plant training.

-Apprentice III to Maintenance Millwright will be made by completing the final 2,000 hours of in-plant training and being registered as a certified tradesman.

Limited factors on the number of apprentices to be such as laid out by the Apprenticeship and Tradesmen Qualification Act. Failure to complete the Apprenticeship Program will require that the apprentice would leave the maintenance staff.

28.04 **Any** required start-up overtime will be handled by the rotating Maintenance Millwrights. If the need arises, Maintenance Millwright Days will be utilized to relieve or replace shift Millwrights.

Article 30

30.01 All employees will be subject to drug and/or alcohol testing after an accident or incident where there was the potential for serious injury or property damage. Should such tests be positive, disciplinary action will be taken.

ARTICLE 29
APPENDIX "B"
WAGE SCHEDULE

	June 1/06	June 1/07	June 1/08	June 1/09	June 1/10
<u>MAINTENANCE</u>					
Electronic Electrician	24.25	24.86	25.48	26.12	26.90
Electrician	23.50	24.08	24.69	25.30	26.06
Millwright	23.26	23.84	24.44	25.05	25.80
Millwright Days	23.26	23.84	24.44	25.05	25.80
Packaging Mechanic	23.26	23.84	24.44	25.05	25.80
Electrician Apprentice	17.96	18.40	18.86	19.34	19.92
Apprentice III	20.43	20.94	21.46	22.00	22.66
Apprentice II	19.48	19.97	20.46	20.98	21.61
Apprentice I	18.52	18.98	19.45	19.94	20.54
Trainee	17.55	17.98	18.43	18.90	19.46
Help Mechanic	16.91	17.33	17.77	18.21	18.76
Utility Days	19.05	19.53	20.01	20.51	21.13
PM Set Up Mechanic	18.00	18.45	18.91	19.38	19.96
<u>MIXING</u>					
Mixer	17.75	18.19	18.65	19.12	19.69
<u>SHIPPING</u>					
Shipper/Receiver	17.90	18.35	18.81	19.28	19.86
<u>WAREHOUSE</u>					
Warehouse "A"	17.90	18.35	18.81	19.28	19.86
<u>MACHINE OPERATOR</u>					
Kliklok Machine Operator	17.75	18.19	18.65	19.12	19.69
Cookie KP Operator	17.75	18.19	18.65	19.12	19.69
<u>RBG POSITIONS</u>					
Sheeter Operator	17.75	18.19	18.65	19.12	19.69
Shortening Pump Operator	17.31	17.74	18.19	18.64	19.20
Can Feeder	17.31	17.74	18.19	18.64	19.20
Capper Operator	17.31	17.74	18.19	18.64	19.20
Lunchroom	16.91	17.33	17.77	18.21	18.76

RBG Relief #2	17.75	18.19	18.65	19.12	19.69
Spoons	16.35	16.76	17.18	17.61	18.14
Sanitation Utility	16.33	16.74	17.16	17.58	18.11
Packaging Operator	17.75	18.19	18.65	19.12	19.69
Sheeter Assistant	17.75	18.19	18.65	19.12	19.69
Cookie Relief	17.75	18.19	18.65	19.12	19.69
Cookie Case Packer	16.78	17.20	17.63	18.07	18.61
Cookie Packer Relief	16.78	17.20	17.63	18.07	18.61
Cookie Piler	17.57	18.01	18.46	18.92	19.48
Cookie Promo	16.35	16.76	17.18	17.61	18.14
Cookie Start Up	17.75	18.19	18.65	19.12	19.69
Kliklok Light Assembly	16.35	16.76	17.18	17.61	18.14
Kliklok Relief	17.75	18.19	18.65	19.12	19.69
Kliklok Piler	17.57	18.01	18.46	18.92	19.48
Promo	16.35	16.76	17.18	17.61	18.14
General Help	16.50	16.92	17.34	17.77	18.31
Thiele Piler	17.31	17.74	18.19	18.64	19.20
Theile Assembly	16.35	16.76	17.18	17.61	18.14
<u>SNACKS POSITIONS</u>					
Topping	16.02	16.42	16.83	17.25	17.77
Packaging	16.02	16.42	16.83	17.25	17.77
Q.C. Inspector	16.31	16.72	17.13	17.56	18.09
Flow Wrap Operator	16.02	16.42	16.83	17.25	17.77
Snack Supply	16.02	16.42	16.83	17.25	17.77
Sheeter	17.75	18.19	18.65	19.12	19.69
Relief	16.02	16.42	16.83	17.25	17.77
Spare	16.45	16.86	17.28	17.72	18.25
Depositing Room Operator	16.02	16.42	16.83	17.25	17.77
Prep Room	16.02	16.42	16.83	17.25	17.77
	-	-	-	-	-
<u>SANITATION</u>	-	-	-	-	-
Snacks Sani Mixer	16.43	16.84	17.26	17.70	18.23
Snacks Sani Processor	16.33	16.74	17.16	17.58	18.11
Snacks Sani Sauce	16.33	16.74	17.16	17.58	18.11
Snacks Sani Bulk Systems	16.33	16.74	17.16	17.58	18.11
Snacks Sani Cherry Picker	16.33	16.74	17.16	17.58	18.11
Snacks Sani Packaging	16.33	16.74	17.16	17.58	18.11
Snacks Sani 5-Roll	16.33	16.74	17.16	17.58	18.11

Snacks Sani Wash Area	16.43	16.84	17.26	17.70	18.23
Snacks Sani 3rd Person	16.33	16.74	17.16	17.58	18.11
Snacks Sani Spare	16.33	16.74	17.16	17.58	18.11
Sani Extruder-Scraper	16.33	16.74	17.16	17.58	18.11
Sani Dep/Topp	16.33	16.74	17.16	17.58	18.11
Sani Warehouse Relief	17.90	18.35	18.81	19.28	19.86
RBG Sani Mixer	16.71	17.13	17.55	17.99	18.53
RBG Sani Extruder	16.61	17.02	17.45	17.88	18.42
RBG Sani 5-10 Roll	16.61	17.02	17.45	17.88	18.42
RBG Sani Spoons	16.61	17.02	17.45	17.88	18.42
RBG Sani 5-Roll	16.61				
RBG Sani Spare	16.61	17.02	17.45	17.88	18.42
RBG Sani 5-10/5 Roll Stand	16.61	17.02	17.45	17.88	18.42
RBG Sani Cut/Wind Table/Spoons	16.61	17.02	17.45	17.88	18.42
RBG Sani Mix/Ext/1-4 Roll	16.61	17.02	17.45	17.88	18.42
RBG Sani Pkg/Capp/Spare	16.61	17.02	17.45	17.88	18.42
RBG Sani Wash Area	16.71	17.13	17.55	17.99	18.53
RBG Sani Packaging	16.61	17.02	17.45	17.88	18.42

Protected Positions(P)

Snacks Sanitation

Snacks Sani Mixer

Snacks Sani Processor

Snacks Sani Sauce

Snacks Sani Dep/Topp

Snacks Sani Packaging

Snacks Sani 5 Roll

Snacks Wash Area

Snacks Third Person

Snacks Bulk Systems

REG Sanitation

RBG 5-10 roll stand/5 roll stand

REG Packaging/cappers/spare

RBG AND SNACKS SANITATION:

Sanitation Crew 10 cents extra for cleaning mixer and washroom work and the extra 10 cents/hour does not follow the employee to other jobs.

AMOMONIA SYSTEMS:

Chief Operator will be paid an additional \$2.25 per hour. Shift Operators will receive an additional \$1.50 per hour.

SHIPPER/RECEIVER DUTIES

Should the current duties and responsibilities of the shipper/receivers be altered, and other warehouse personnel are performing the same duties as the shipper/receivers, these warehouse personnel will receive shipper/receiver rate of pay.

Appendix "C"

Critical Positions- Midland Plant

Dough Line

- Mixer-Buttons
- Mixer Leavening
- Shortening Pump Operator
- Sheeter
- Tray Packer Operator
- Sheeter Assistant

Cookie Line

- Mixer-wet
- KP/All Fill Operator
- Piler
- Relief

Pizza Line

- Mixer/Sheeter
- Flow Wrap Operator

Theile

- Piler

Kliklok

- Operator

Sanitation

- All protected sanitation positions

Maintenance

- PM Set Up
- Apprentices

Discretionary Culpable Absenteeism Rate = 10%

Any required amendments to this appendix will be brought forward to the Labour Management Committee.

September 11, 2006

LETTER OF AGREEMENT #1

It is hereby agreed that the wages of skilled maintenance employees will be subject to the following increases:

Effective Sept. 11/06	50 cents per hour
Effective April 1/07	25 cents per hour

Positions included in this increase are millwrights, electricians, apprentices, and PM Setup

Agreed

Janet E. Charlebois
Pat Kelly

Del Mattice
Vicky McMartin
Scott Bamum
George Zanin
Darlene Picard