

TORONTO BISCUIT PRODUCTION

May 1, 2001 - April 30, 2005

BETWEEN: CHRISTIE BROWN AND CO.
(Division of Nabisco Ltd)
2150 Lakeshore Boulevard West,
TORONTO, Ontario M8V 1A3

(hereinafter culled the "Company")

-AND-

**BAKERY, CONFECTIONERY, TOBACCO
WORKERS & GRAIN MILLERS
INTERNATIONAL UNION,
Local 426**
1945 Dundas Street, East
Suite 218
MISSISSAUGA, Ontario L4X 2T8

(hereinafter referred to as the "Union")

Whereas the Company and the Union are desirous of continuing the mutually harmonious relations, it is agreed as follows:

ARTICLE 1 - UNION RECOGNITION

- 1.01 The employer recognizes the union as the sole collective bargaining agent for all employees as outlined in *Schedule "A"* attached, except persons regularly employed for not more than twenty-four (24) hours per week.
- 1.02 The parties agree that this Agreement shall cover all working conditions, wages and hours and classifications as outlined in *Schedule "A"*. This includes all supplements that are negotiated and signed by both parties during the life of the current Agreement.

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ARTICLE 2 - UNION SECURITY

- 2.01 All present employees governed by this Agreement shall, within sixty (60) worked days, become and remain members in good standing of the Union as a condition of employment.
- 2.02 When new employees are required, any so employed shall, upon completion of their probationary period become and remain members in good standing of the Union as a condition of employment.
- 2.03 New probationary employee's shall not be covered under this collective agreement.
- 2.04 The parties agree that the above Clause will be exercised in a manner not inconsistent with the *Labour Relations Act* of the Province of Ontario.

ARTICLE 3 - CHECK-OFF OF UNION DUES

- 3.01 The Company agrees to deduct from the pay of the employee who has completed the probationary period, the Union initiation fee, and thereafter the monthly dues, upon receipt of an authorized form duly signed by the employee making the request and witnessed by a representative of management.
- 3.02 If the total amount earned in excess of all other authorized deductions by the employee for the pay period in which the dues are to be deducted, is less than the regular monthly dues, no deduction will be made for that month by the Company. The Company agrees to deduct delinquent dues upon receipt by the Personnel Manager of a list from the Union Office.
- 3.03 The amount deducted will be forwarded each month to a designated officer of the local union.

ARTICLE 4 - PLANT VISITATION

- 4.01 The Business Representative of the Union shall be granted admission to all properties covered by this Agreement during working hours to interview members of the Union, after first receiving permission from the Personnel Department, and with the understanding that there will not be any interruption in production.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Company shall not require its employees to perform any work which will enable any other competitive bakery, whose employees are on strike, to fill its orders or otherwise conduct its business.
- 5.02 There shall be no strikes, slowdowns, or any other interference with production by the Union, or any of its members, and no lock-outs of its employees by the Company during the life of this Agreement.
- 5.03 During the life of this Agreement, it will not be considered a violation of this contract if a member of this Bargaining Unit refuses to pass through **an** officially established picket line made up of employees of this Bakery.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Union agrees to elect Stewards of their own choosing who will assist in the handling of grievances in *STEP 1* as provided below. The Union further agrees to select two (2) employees who, with the Shop Chairperson and the Steward of the Department concerned, will handle grievances in *STEPS 2* and *3*.
- 6.02 *STEP 1:* The matter will first be taken up by the employees with the Shift Supervisor or Superintendent, accompanied by the Steward if the employee so desires within three (3) working days of its occurrence.
- 6.03 *STEP 2:* If the grievance is not settled by the Shift Supervisor or Superintendent within three (3) working days, it will then be written out on forms to be provided for that purpose and returned to the Superintendent within two (2) working days. The grievance will then be referred to the Personnel Manager, or his designate, who, with the Shop Chairperson and Grievance Committee, (*a total of four (4) from the Union*) if necessary, will meet and discuss the grievance with the employee.
- 6.04 *STEP 3:* If the grievance is not settled at *STEP 2* within three (3) working days, it will then be referred to the Business Manager and the Grievance Committee (*a maximum of five (5) including the Business Manager from the Union*), who will meet and discuss the grievance with Management Representatives. If the parties are unable to reach **an** agreement within five (5) days, the matter may then be referred to arbitration.
- 6.05 The time limits referred to in the grievance procedure may be extended by mutual agreement, and signed by both parties.

- 6.06 In all *STEPS* of the grievance procedure, the Union agrees to provide the Company with a minimum of twenty-four (24) hours prior notice of all attendees for grievance meetings.

ARTICLE 7 - ARBITRATION

- 7.01 In the event that either party request arbitration, they will notify the other party, in writing, within the ten (10) working days following, outlining in detail the issue to be arbitrated. It is understood that no other matters shall be brought up for discussion before the Arbitrator unless it is specifically outlined, in writing, by the party requesting arbitration.
- 7.02 In such an event, the Board of Arbitration shall be composed of one (1) representative selected by the Company and one (1) by the Union, and a third mutually agreed upon by the two (2) representatives, who shall be Chairperson of the Board. If the parties are unable to agree on a third member of the Board, they shall jointly apply to the *Minister of Labour* for the province of Ontario to appoint a third member (*Chairperson of the Board*).
- As an alternative if both parties agree, then within ten (10) days a single Arbitrator may be appointed. The Arbitrator shall have all the powers of the Board of Arbitration as stated above, and if the parties fail to agree on the appointment of an Arbitrator, they shall apply to the *Minister of Labour* to have one appointed for them.
- 7.03 The expenses of the third member of the Board shall be paid jointly by the Company and the Union.
- 7.04 It is understood that the Board of Arbitration shall have no authority to render any decision which in any way modifies, changes or amends this Agreement.
- 7.05 The majority decision of the Board of Arbitration shall be final and binding upon both parties, if there is no majority, the decision of the Chairperson shall govern.

ARTICLE 8 - DISCHARGE & SUSPENSION

- 8.01 An employee having attained seniority, will be discharged for:
1. Use or possession of alcohol or hallucinogens (*excluding Physicians Prescription*) during working hours.
 2. Dishonesty.

- 8.02 An employee, having attained seniority, may be discharged for violation of Company rules and/or other just causes.
- 8.03 If the employee feels that he/she has been unjustly dealt with, such discharge will constitute a case coming up under the method for adjustment of grievance commencing at *STEP 2* of the Grievance Procedure. An employee found to be unjustly discharged shall be reinstated to their former position in accordance with the terms of the settlement of the grievance.
- 8.04 All cases of discharge must be considered and disposed of within five (5) working days from the date of discharge. The matter will be handled at the **STEP 3** Level under the *Grievance Procedure*, and if the parties are unable to reach an agreement within five (5) working days, the matter may then be referred to Arbitration. The Supervisor shall inform the Department Steward and/or one of the Union Officers when any employee is to be discharged. The time limit above may be extended with written agreement of the parties.
- 8.05 When **an** employee is discharged or suspended and if so desired, the employee will see a Steward before leaving. The Steward will be given reasonable time off when a replacement is available.
- 8.06 A written disciplinary record will be disregarded after 18 months, provided there has been no other written disciplinary measure against the employee from the date of issuance of such written warning.

ARTICLE 9 - SENIORITY

- 9.01 New employees shall be considered on probation and shall not be entitled to seniority rights until they have been employed by the Company for a period of sixty (60) worked days. Upon completion of the probationary period, seniority shall be dated from the first date of employment. During an employee's probationary period, he or she shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company.
- 9.02 Seniority shall be on a departmental basis and the Company will prepare a seniority list, copy of which will be available to the Union. In the event of a lay-off, recall, promotion, shift change or classification change of an employee, seniority together with proven ability, job knowledge, efficiency and general physical fitness of an employee shall be the determining factors.

- 9.03 An employee transferred temporarily to another shift, classification or department, due to Company requirements, must upon completion of the transfer, return to their former position, with the following provisions:
- a) If a shift change on the same classification exceeds sixty (60) worked days (*within seventy-five (75) working days*), the employee may exercise seniority.
 - b) An employee on a department change may exercise seniority, after one (1) week.
- 9.04 An employee transferred permanently to another department or classification within the bargaining unit shall be on probation for a maximum period of four (4) weeks. Upon completion of this period, the employee shall receive the rate of pay for the new classification. The employee's seniority will be transferred and the employee will have no further claim on the former department.
- 9.05 The Supervisor shall inform the departmental Steward of any proposed lay-offs or transfers. The Steward will receive a copy of the daily labour schedule.
- 9.06 Employees hired for the sole purpose of "*Vacation Relief*" shall not be entitled to the provisions of this Article. However, if later re-classified to permanent status by the Company, the employee will be entitled to seniority from date of hiring, effective from the date of change.
- 9.07 Granting of leave of absence by the Company shall not in any way affect the employee's seniority, unless the employee fails to return to work upon the expiration of an authorized leave of absence.
- 9.08 An employee shall lose seniority rights:
1. If the employee is discharged and not reinstated under the Grievance or Arbitration Procedure provided by this Agreement.
 2. If the employee quits.
 3. When the employee has been laid off continuously for a period of:
24 months - employees with service of less than seven (7) years
36 months - employees with service of greater than seven (7) years
 4. (a) If, within three (3) days after receipt by registered mail of notice to return to work following a lay-off, the employee fails either to:
 - i. return to work, or

ii notify the Company of their intention to return to work and does not return within eight (8) days after receipt of notice to return.

(b) In any case where notification by registered letter has been returned undelivered, enquiry shall be made to the Union in an effort to locate the employee. If an employee cannot be located by these two attempts, then the employee shall be considered as having given up any seniority rights, even though the period referred to in sub-paragraph 3 above has not elapsed.

(c) Extenuating circumstances may be taken into consideration by the Company and extended time limits may be granted.

9.09 Employees who may be re-hired by the Company after any of the above breaks in continuous service, will be re-hired as new employees.

9.10 The choice of shift within a classification will be based on bargaining unit seniority. Once assigned, that shift becomes the employee's home shift, and the employee shall work the assigned shift unless transferred due to Company requirements. All employees will have the opportunity to change their shift preference on May 1st each year. They must decide by this date and be prepared to move to their new shift within thirty (30) calendar days.

Shift preference will be offered to regular employees on a seniority basis, based on classification for any positions created by authorized absence. *Vacation Relief* will be assigned to the junior positions created by the above.

ARTICLE 10 - JOB POSTING

10.01 Job postings, up to and including the classification of Lead Hand, occurring in the various departments within the plant, will be posted on the bulletin boards for two (2) working days. During that period of time, employees of the bargaining unit, who have completed the probationary period of employment, may make application in writing for such jobs. The Company will award the position to the applicants based on plant-wide seniority, ability, efficiency and general physical fitness of those applying to do the job.

Plant-wide seniority is applied with the exception of the following positions which must have the experience described.

<u>Position</u>	<u>Experience</u>
Lead Hand - Mixing	Mixer
Lead Hand - Bakeshop	Baker or Machine Captain
Lead Hand - Shipping	Skylift and Warehouse
Lead Hand - Receiving	Skylift, Warehouse or Receiving
Lead Hand - E.H.& S.	Service Helper

The successful applicant will be advised of acceptance within five (5) days from the end of the interview process of all applicants. The Company will make a concerted effort to commence training as quickly as possible.

10.02 In the event an eligible employee is absent due to illness, job related injury or vacation for a period not to exceed eight (8) weeks, at the time of the job posting, the employee shall be considered with the other eligible employees, and if selected, the job will not be permanently filled until the employee returns to work. Exceptional cases can be agreed to between the parties.

10.03 **An** employee promoted shall be on probation for a maximum period of four (4) weeks, excepting the classification of Lead Hand when probation shall be for a maximum of twelve (12) weeks. The employee will, in either case, receive the classification rate when management feels the employee is qualified. But no later than at the end of a four (4) week period.

10.04 Employees will be limited to two (2) job postings per calendar year. If during the first (1st) week of training the successful bidder turned down the position, he/she remains eligible to bid on other job postings in accordance with the terms of paragraph one (1).

If **an** employee turned down the position into their second two (2) weeks, he/she is ineligible to bid on any other job for a period of six (6) months.

Employees are limited to one (1) classification change in a six (6) month period, except employees who are affected by additions to their classification, or jobs are eliminated due to technological change, and as a result are forced to move off their home shift. Employees affected in this manner will be entitled to bid on a job posting, for the purpose of maintaining their shift selection.

Employees declining the position recognize that the training received does not qualify them for overtime in this classification.

- 10.05 Job applications may be completed at any time, in the form of a written request to the Personnel Department, with a copy to the Union.

ARTICLE 11 - LAY OFF

- 11.01 "*Vacation Relief*" employees are laid off before regular employees.
- 11.02 If **an** employee is temporarily transferred to another department, the employee will retain their regular classification rate until completion of twenty (20) worked days within three (3) calendar months in the new classification, at which time the employee will receive the rate of the new classification if a higher rate prevails. Upon completion of the transfer, the employee will return to their former position. An employee who through a subsequent temporary transfer is placed back into the same department and same classification, having attained the higher rate of pay, if applicable during an earlier transfer shall not have to re-qualify for the higher rate, but shall receive the rate for the first full day of work in the transfer classification.
- 11.03 If an employee to be affected has three (3) years or more of service, the following procedure shall then apply to lay-offs which exceed one (1) week.
- 11.04 The employee with the least seniority in the Company will be laid off.
- 11.05 The employee, in the Department as per *Schedule "A"* having the reduction, will be transferred to the available opening created by the application of 11.04 above, and be governed by the conditions of *Article 9.03*.
- Employees are laid off by classification within the department, then by seniority within their department. The employee using their seniority within the department can displace employees in other classifications only if they have previous experience in the classification or are able to perform the job. (*e.g. Floor Helper, Packer, etc.*)
- 11.06 In all of the above procedures, it is understood the employee must be qualified and willing to do the work available. Once the employee accepts transfer, refusal to willingly do the work will result in their lay-off. If it is proven that a employee is not physically fit, it will not be considered as a refusal.

11.07 Following the above procedure, in the event senior employee(s) are subject to lay-off while junior employee(s) are not affected, the following shall apply:

- (a) The senior laid-off employee shall be afforded the opportunity to train in the job being done by the junior employee remaining in the plant.
- (b) At such time as the senior employee is deemed qualified or the work opportunity ends, the senior employee will displace the junior employee and the junior employee will be laid-off.

11.08 The foregoing procedure can be superseded as follows:

The Company reserves the right, when they so desire in a lay-off situation, to designate a number of employees to be allowed to volunteer for a period of one (1) week. In this event, volunteers will be accepted from within the department classification on the basis of highest seniority first on a rotation basis, provided in the Company's opinion the remaining employees are capable of performing the work required.

11.09 Recall will be handled in the reverse order of lay-off.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Requests for leaves of absence must be made to the Company in writing at least thirty (30) days prior to effective date (*emergencies excluded*). Wherever good and sufficient reason exists, a leave of absence may be granted of not more than thirty (30) days.

12.02 Such leave of absence may be extended for an additional period of not more than thirty (30) days under the same conditions.

12.03 Any employee engaging in other employment during a leave of absence or extension thereof shall be subject to immediate dismissal.

12.04 The Company will not grant a leave of absence during the period of *June 15th to September 15th*, except in situations that will not interfere with any vacations scheduled, or extenuating circumstances, as authorized by the Bakery **Manager**.

ARTICLE 13 - OCCUPATIONAL HEALTH AND SAFETY

13.01 It is the desire of the Company and the Union to maintain high standards for Occupational Health and Safety in order to eliminate insofar as possible, industrial injuries and illnesses.

- 13.02 Accordingly, six (6) union members along with an equal number of members of management shall constitute the Joint Health and Safety Committee. Of the six (6) union members, five (5) shall be members of this bargaining unit and the other member from Maintenance. Names, departments and shifts of the Joint Health and Safety Committee members will be posted on all bulletin boards.
- 13.03 The Joint Health and Safety Committee shall meet the last Wednesday of each month, unless otherwise decided by the Committee.
- 13.04 On the second week of each month, or as otherwise agreed, the Loss Control Supervisor or designate and an alternating Joint Health and Safety Committee worker representative will conduct an inspection of the plant. Their report will be presented at the next Joint Health and Safety Committee meeting.
- 13.05 The selection of worker representatives shall be decided by the Union. *[Plant total not to exceed a maximum of 8 members]*. Meetings of Departmental Committees will be held monthly and Departmental Representatives will be responsible for making an inspection of their department and preparing a report prior to such meetings taking place.
- The Company agrees to pay the cost of training to certify two (2) Union safety members from the Joint Health and Safety Committee who will hold this position for a minimum of two (2) years.
- 13.06 A member of the Committee is entitled to such time from work as is necessary to attend meetings of the Committee and to carry out his/her duties under Section 8(8), 8(9), 9(34) and 9(35) of the Act (*O.H.S.A.*, 1990). The time spent shall be deemed to be work time for which he/she shall be paid by the Company at his/her regular or premium rate as may be proper.
- 13.07 In a situation involving a work refusal that cannot first be resolved between the worker, his/her area safety representative and his/her Supervisor, a certified worker member of the Joint Health and Safety Committee or designate will represent the worker. If there is no certified worker member on site and available at that time, a worker member of the Joint Health and Safety Committee or designate will represent the worker.
- 13.08 The Company agrees that it will make every reasonable effort to eliminate insofar as possible any condition which would result in injury or illness to employees. Employees will make every reasonable effort to conduct themselves in a manner consistent with the established safety policies, procedures and practices to avoid industrial injuries and illnesses.

- 13.09 Both the Company and the Union agree to be consistent in the administration of the Health and Safety Charter jointly established and currently in effect.

ARTICLE 14 - NON-OCCUPATIONAL BENEFIT PLAN

- 14.01 The Company agrees that when any change is made in the Employee Benefit Plan with the Insurance Company, it will be discussed with the Union.
- 14.02 If at any time there should be enacted any laws or regulations whereby the benefits, or any part thereof, of the above plan are duplicated, the employee shall be entitled to retain that portion of the benefits that are in excess of legislation, provided that the cost to the Company of all Plans shall not exceed the cost prior to the effective date of legislation.
- 14.03 The Company Group Life Insurance Plan as amended shall continue in effect for the term of this Agreement.

ARTICLE 15 - WELFARE

- 15.01 The Company agrees that if the Provincial Government resurrects *O.H.I.P.* on the basis of an employee premium, then the Company would **be** bound to the coverage.

ARTICLE 16 - DENTAL PLAN

- 16.01 The Company will provide a Dental Plan for all regular full-time employees actively at work upon completion of one (1) year of service.
- 16.02 An employee covered by some other plan will not be insured in this plan.
- 16.03 If at any time, there should be enacted any laws, or regulations, whereby the cost is eliminated as such, or reduced, the contribution of the parties will be affected in a similar manner.

ARTICLE 17 - SEVERANCE PAY

- 17.01 Any full-time employee with six (6) months of service or more, whose employment is terminated by the Company as a direct result of the closing of the plant or department shall receive severance pay providing the employee:

- (a) continues to work for the Company up to and including the date of termination of employment as specified in his/her notice from the Company;
- (b) is not offered employment elsewhere in the Company in the city in which the closing took place.

17.02 The employee shall receive severance pay as follows:

- (a) with continuous service of six (6) months to two (2) years - one (1) week's pay.
- (b) an additional one (1) week for every year thereafter.

17.03 A week's pay consists of forty (40) hours at the employee's applicable straight time hourly rate.

17.04 Employees will not qualify for payment of severance pay if the closing results from Acts of God such as *fire, flood, power interruption*.

17.05 Any employee who accepts severance pay shall forfeit all seniority rights.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Union shall have the privilege to post on the bulletin boards provided by the Company, notices, etc., after first securing Management's approval. Included in the above will be a locked, and enclosed board for Union notices.

ARTICLE 19 - PAID DAYS

19.01 The following proclaimed days shall be observed as Paid Days:

<i>New Year's Day</i>	<i>Canada Day</i>	<i>Christmas Day</i>
<i>Victoria Day</i>	<i>Labour Day</i>	<i>Boxing Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>	<i>New Year's Eve</i>
<i>Civic Holiday</i>	<i>Christmas Eve</i>	

In addition to the above eleven (11) Paid Days, one (1) additional Paid Day will be given at a time to be decided by the Company.

19.02 The maximum number that can be paid is twelve (12) Paid Days in a calendar year.

- 19.03 The Company agrees to pay all employees who are subject to this Agreement, who are paid on an hourly basis, one (1) full day's pay for each of the above listed days, subject to the following conditions:
- (a) The employee must have completed thirty (30) calendar days of employment with the Company.
 - (b) Employees must work a full shift on their work day preceding and their work day following a Paid Day in order to be eligible for pay. New employees hired after the Paid Day and those who left the Company's employ before the Paid Day, shall not be paid for the day.
- 19.04 All work performed on the day designated by the Company as the Paid Day for the employee, will be compensated at the rate of two (2) times the regular straight time hourly rate, plus pay for the Paid Day, providing the employee qualifies, 19.03. (***Paid Day is defined as the shift the employee would normally work, plus the sixteen (16) hours following.***) On a Friday holiday in E.H.&S., the Paid Day is defined as 7:00 am Friday to 7:00 am Saturday.
- 19.05 Where a Paid Day occurs in the period in which an employee is on their scheduled vacation, then the employee will receive pay for the day in addition to the scheduled vacation pay.
- 19.06 Where an employee is sick or injured and has to be sent home by Management on the day preceding a Paid Day or on the day following a Paid Day, or where there is a death in the employee's immediate family, such absence will not affect in any way the granting of the day's pay.
- 19.07 If an employee is absent on one of the days referred to in Section (b) and the employee submits an ***Attending Physician's Certificate & Verification***, such absence shall not affect the payment of pay for the Paid Day affected, providing said employee is not receiving compensation from any other source for that day.
- 19.08 Part-time workers who regularly work a minimum of twenty-four (24) hours per week and less than forty (40) and who conform to the conditions set out above, will be paid on a pro-rata basis of hours regularly worked at the time of the Paid Day.
- 19.09 On any day not listed above, and on which the **Bakery** is closed, no pay will be paid.

- 19.10 In the event any of the above Paid Days fall on a non-scheduled working day(s) the Company will designate another day to be observed as the Paid Day. Coverage will be as outlined in *Article 29.02*.
- 19.11 If a Paid Day(s) falls within the three (3) day waiting period of Weekly Indemnity, the employee will be paid for the Paid Day(s), providing the employee qualifies for Weekly Indemnity. If a Paid Day falls during the period the employee is receiving Weekly Indemnity, then the employee will be paid the difference between the regular day's pay and the daily pay from Weekly Indemnity upon returning to work.

ARTICLE 20 - VACATIONS

- 20.01 The Company will grant *two (2) week's* vacation, with pay, to all employees covered by this Agreement who have been continuously in the service of the Company for a period of *one (1) year to five (5) years*.
- 20.02 All employees who have been continuously in the service of the Company for *five (5) years tu ten (10) years* shall be granted *three (3) weeks* vacation with pay.
- 20.03 All employees who have been continuously in the service of the Company for *ten (10) years tu eighteen (18) years* shall be granted *four (4) weeks* vacation with pay.
- 20.04 All employees who have been continuously in the service of the Company for *eighteen (18) years to twenty-five (25) years* shall be granted *five (5) weeks* vacation with pay.
- 20.05 All employees who have been continuously in the service of the Company for *twenty-five (25) years or more* shall be granted *six (6) weeks* vacation with pay.
- 20.06 A year of service is the twelve (12) month period, commencing with the employee's anniversary date of hiring of the previous year and ending with the anniversary date of the current year.
- 20.07 Any employee hired after August 31st and before December 31st shall be entitled to receive a vacation in the following year. However, the vacation pay shall not be paid to the employee until after the anniversary date of the employee's employment.
- 20.08 Vacation schedules will be prepared on the basis of Company seniority and each department's schedule shall be by classification or some other method as suitable to the Company, as may be authorized by the Bakery Manager.

20.09 Vacations must be taken during the calendar year in which the vacation is earned.

20.10 The Company will grant the right of employees to schedule their full vacation period together, provided it is completed before the end of April each year. First preference shall be given to employees with twenty-five (25) years of service or more and must be scheduled by December 31st of the previous year.

Employees with more than two (2) years of service on March 1st of the current year shall select two (2) weeks vacation.

Employees with twenty (20) years of service or more on March 1st of the current year may select three (3) weeks together, limited each year to a minimum of 50% of eligible employees, on a rotation basis.

Employees entitled to a third (3rd), fourth (4th), fifth (5th), or sixth (6th) week shall make their selection on the basis of seniority following completion of the above.

All other employees entitled to vacation in the current year shall make their selection.

All vacation schedules will be handled in such a manner as not to interfere with the normal and proper operation of the business.

20.11 Vacation pay for the first year of employment shall be computed on the basis of 4% of earnings for the first twelve (12) months of employment.

20.12 Vacation pay shall be computed on the basis of 4%, 6%, 8%, 10% or 12%, whichever is applicable, of the previous calendar year's earnings, or, pay for the vacation period shall be computed on the employee's straight time hourly rate for the normal schedule of hours for the department in which the employee is employed at the time of vacation, whichever is greater. In no event will the employee receive less than forty (40) hours pay for a week's vacation. To receive the guarantee of forty (40) hours pay per week, the employee must have worked a minimum of 200 hours in the previous year.

20.13 **An** employee leaving the service of the Company and having not taken earned vacation for that year, shall receive 4%, 6%, 8%, 10% or 12%, whichever is applicable, from their anniversary date in accordance with the *Employment Standards Act*.

20.14 **NOTE:** Earnings represent the total received in hourly rates and shift premium.

- 20.15 If an employee is receiving Weekly Indemnity prior to their scheduled vacation, and the employee wishes to take his/her vacation then Weekly Indemnity will cease during the vacation period.

ARTICLE 21 - UNIFORMS

- 21.01 The Company will provide each employee covered by this Agreement with a uniform. The uniforms will be paid for and maintained by the Company. Clean uniforms will be supplied when required, and a daily change will be provided if requested. Uniforms will remain the property of the Company.

ARTICLE 22 - SAFETY SHOES

- 22.01 The Company agrees to supply approved safety shoes once per calendar year to employees with seniority. Safety shoes are to be worn only at work.

- 22.02 All employees must wear safety shoes supplied by the Company at all times when working in the plant.

The Company will agree that there is a minimum selection of twelve (12) styles of shoes from which to choose.

ARTICLE 23 - REST AND LUNCH PERIODS

- 23.01 All employees shall be granted **fifty** (50) minutes off with pay for eight (8) hour shift. The fifty (50) minutes includes lunch and rest periods.

- 23.02 Any employee working two (2) hours or more overtime on any regular scheduled day (*ten (10) consecutive hours or more daily*), without having been advised of such overtime the previous day, shall be entitled to a meal ticket. However, any employee working twelve (12) consecutive hours or more on any day shall be entitled to a meal ticket.

- 23.03 Any employee working two (2) hours overtime beyond their normal work day shall be allowed a paid lunch period not to exceed twenty (20) minutes. For each additional two (2) hours of overtime worked, they shall be allowed a paid relief period of fifteen (15) minutes.

- 23.04 Employees working an eight (8) hour shift on overtime rates shall be granted the allowance of 23.01.

ARTICLE 24 - CALL BACK PAY

- 24.01 Any employee who is called at home, after completing their daily shift, to report to work prior to their shift starting time the following day, will be paid at the rate of time and one half (1½) the regular straight time hourly rate for all hours worked prior to their shift starting time. Minimum guarantee of three (3) hours' pay at their straight time hourly rate.

If an employee, under this clause, is called in to work prior to the start of his/her normal shift, the Company agrees that he/she, once starting the normal shift will not be deprived of his/her normal hours, unless the employee prefers otherwise.

ARTICLE 25 - JURY DUTY PAY

- 25.01 The Company agrees to pay a full day's pay at the straight time hourly rate for each day an employee is required to serve and does serve on any jury, or is subpoenaed as a witness, unless requested by the Union, provided his or her department is scheduled to work on the above day or days. The employee, however, will be required to turn into the Company the fees received in order to be eligible for the compensation.

ARTICLE 26 - WAGE AND HOUR SCHEDULE

- 26.01 The schedule of classifications and rates identified as *Schedule "A"* are the rates for the classifications.
- 26.02 Where any new classifications are created during the life of this Agreement, such classifications shall be subject to negotiations between the Company and the Union and a supplementary Agreement covering such classifications shall be executed.

ARTICLE 27 - NIGHT WORK COMPENSATION

- 27.01 All employees subject to this Agreement shall receive, in addition to the regular classification rate shown herein, the night work compensation of fifty cents (\$0.50) per hour for each hour worked during the normal and regular afternoon and/or night shift, and including Saturday and Sunday. (*The shift as defined by the Department labour schedule*).

ARTICLE 28 - TEMPORARY CLASSIFICATION

- 28.01 Any employee working on a higher rate of classification shall, after working for a period of five **(5)** successive days, receive the classification rate of pay for that classification from commencement of the job. However, when Management feels the employee has qualified for the higher classification, the employee will receive the rate for the higher classification for each full day of work on the classification,

ARTICLE 29 - OVERTIME

- 29.01 All overtime shall be on a voluntary basis and Department Stewards will be responsible for the solicitation of such volunteers from the employees in the respective departments to work overtime. There will be no concerted effort by the Union to withhold volunteers.
- 29.02 In conjunction with the Procedure outlined in *Article 19.10* should the necessary coverage not be provided by the above procedure, the Company reserves the right to select employees to provide the required coverage, subject to Grievance Procedure. The principle for selection will be on the basis of an employee(s) having the least seniority, providing the employee(s) can perform the work to be done.
- 29.03 Set-up times will not be considered as overtime for the purpose of solicitation, if for a period of **3/4** of an hour or less.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

- 30.01 In the event an employee is sent home by the Management because of injury, he or she shall receive a full day's pay for the day he or she was sent home.
- 30.02 The Company agrees to pay an employee, who reports to their Supervisor (sick) and is found to be unable to continue work, a maximum of four **(4)** hours pay at the straight time hourly rate, if sent home in the first (1st) half ($\frac{1}{2}$) of a complete shift and a maximum of eight (8) hours pay, at the straight time hourly rate if it occurs in the second (2nd) half ($\frac{1}{2}$) of a complete shift.

ARTICLE 31 - BEREAVEMENT LEAVE:

- 31.01 In the event of a death in an employee's immediate family (*employee's parents, sister or brother, children or mother-in-law and father-in-law*), the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days, five (5) regular working days for death of a *spouse, child (to be taken between the date of death and three (3) calendar days following the funeral)* when such absence is necessary for the purpose of attending the funeral and other arrangements. In the case of *brother-in-law or sister-in-law, grandmother or grandfather, grandchild, son or daughter-in-law*, one (1) working day to attend the funeral. During such absence, the employee shall be compensated for his or her straight time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, or premium pay. It shall include paid holiday pay.

ARTICLE 32 - MANAGEMENT

- 32.01 The Management of the business of the Company and the direction of its working forces, including the right to hire, discharge, or discipline for just cause, to retire for age or health reasons, and to maintain discipline and efficiency among employees, is the responsibility of the Company, except that Union members shall not be discriminated against as such. The type of products to be manufactured, the schedules and quantities of production and the methods, processes and means of manufacturing are prerogatives of the Management.

ARTICLE 33 - TECHNOLOGICAL CHANGE


- 33.01 Technological change shall mean any substantial innovative change in equipment, process or technology instituted in the Lakeshore Biscuit Plant.
- (a) Where possible, the Company will provide the Union with six (6) months' Notice of Intention to introduce technological change which might result in displacement or reduction of seniority personnel.
 - (b) Seniority employees becoming redundant due to technological change, shall be eligible for retraining if such training is consistent with the employee's capabilities and wishes, to equip them for the operation of such new equipment or procedure, or to qualify for new positions within the Bargaining Unit. Such retraining will be provided by the Company without loss of pay to the affected employee(s).


ARTICLE 34 - PERIOD OF AGREEMENT

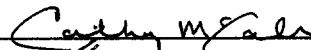
34.01 This Agreement shall be in full force and effect from *May 1, 2001* until and including *April 30, 2005* and thereafter from year to year unless either party gives notice in writing of termination or of amendment of not more than ninety (90) days, and not less than thirty (30) days prior to the date of expiration (*the terms of which shall be retroactive to the above expiration date*).

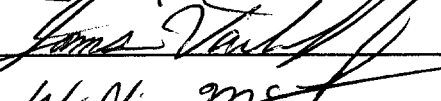
34.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

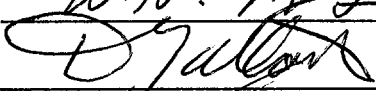
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

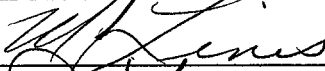
FOR THE COMPANY


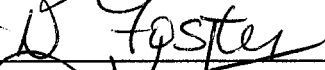



FOR THE UNION




W.N. [unclear]








Date signed: Oct 26/01

SCHEDULE "A"

1. Eight (8) hours per day, five (5) days per week, Monday to Friday, shall constitute a week's work, except as provided hereunder:
 - (a) *Preparatory* employees who normally work from Sunday to Thursday;
 - (b) *Environmental Health & Service* employees who normally work Monday to Saturday;

Any other exceptions which might arise during the term of this Agreement will be discussed with the Union.

2. All work performed over daily eight (8) hours or weekly forty (40) scheduled hours, whichever is greater, but not both, shall be considered as overtime and shall be paid for at the rate of time and one-half (1%) the regular straight time hourly rate.
3. Any employees who work their two (2) normal 'off' days in a seven (7) consecutive day period, shall receive time and one-half (1%) for hours worked on the first (1st) 'off' day, and double (2) time for hours worked on the second (2nd) 'off' day. (*Excludes change of work week.*)
4. The Company agrees that preparatory workers (*Mixer Processors*) shall receive one dollar (\$1.00) per hour in addition to their straight time hourly rate for each hour worked at their straight time hourly rate on Sundays, and the days observed by the Company as Statutory Holidays as per *Article 18*.

It is understood that the additional rate will only be paid for hours worked at the straight time hourly rates between 12:01 a.m. and 11:59 p.m. on the days noted above.

STARTING RATES

5. New, inexperienced employees will start at \$1.50 per hour below the classification rate for which they are hired and be advanced fifty cents (50¢) every twenty (20) days worked until they reach the maximum of their classification. It is understood that all employees shall reach the maximum of their classification not later than sixty (60) days worked from date of employment. Employees may be advanced more rapidly than outlined above, providing he or she demonstrates more than average ability to the full satisfaction of the Department Supervisor and the Department Union Steward.

6. Any employee when called for work and reporting for work on their regularly scheduled shift shall receive eight (8) hours work or eight (8) hours pay at their regular straight time hourly rate, except when production is curtailed in the first four (4) hour period for any of the following just causes, when it will be permissible to lay off the employees affected for the second (2nd) four (4) hour period. Just causes for lay-off shall include: machinery breakdowns, power shortages, material shortages not attributable to the Company, an Act of God (*fire, earthquake, flood, etc.*) or any other reason beyond the control of the Company.

7. Any employee now receiving a rate in excess of the rate listed for his or her classification shall not suffer any reduction in rates due to this Agreement.

Seasonal employees hired temporarily for the purpose of "*Vacation Relief*" employees shall not have seniority. For their term of employment, they shall receive a rate of two dollars (\$2.00) per hour less than employees with seniority.

SCHEDULE "A"

DEPARTMENT									
PRODUCTION					E.H. & S.				
CLASSIFICATION	EFFECTIVE				CLASSIFICATION	EFFECTIVE			
	Aug 12/01	May 1/02	May 1/03	May 1/04		Aug 12/01	May 1/02	May 1/03	May 1/04
GROUP 1									
L.H. Bakeshop	18.46	18.91	19.41	19.91					
Mixer Processor	18.36	18.81	19.31	19.81					
GROUP 2									
Baker	18.16	18.61	19.11	19.61	Lead Hand	18.10	18.55	19.05	19.55
L.H. Line/Pack	18.14	18.59	19.09	19.59	Clerk	17.97	18.42	18.92	19.42
Machine Captain	18.10	18.55	19.05	19.55					
Machine Technician	18.36	18.81	19.31	19.81					
L.H. Quality	18.10	18.55	19.05	19.55					
L.H. Trainer	18.36	18.81	19.31	19.81					
Prism Clerk	18.10	18.55	19.05	19.55					
Sewer/Baker	18.16	18.61	19.11	19.61					
GROUP 3									
Assembler	17.87	18.32	18.82	19.32	Service Help-Operator	17.77	18.22	18.72	19.22
Mixer Enrober	17.84	18.29	18.79	19.29	L.H. Laundry	17.77	18.22	18.72	19.22
Palletizer	17.89	18.34	18.84	19.34	Tugger	17.77	18.22	18.72	19.22
Clerk - Store	17.77	18.22	18.72	19.22					
Sewer Set-up	17.84	18.29	18.79	19.29					
Machine Operator	17.77	18.22	18.72	19.22					
GROUP 4									
Dough Roller	17.81	18.26	18.76	19.26	Service Helper	17.75	18.20	18.70	19.20
Floor Helper - Pack	17.84	18.29	18.79	19.29	Steam Room Operator	17.80	18.25	18.75	19.25
Packer	17.73	18.18	18.68	19.18	General Help	17.73	18.18	18.68	19.18

SCHEDULE "A" (cont'd)

<i>SHIPPING</i>					<i>WAREHOUSE</i>				
CLASSIFICATION	EFFECTIVE				CLASSIFICATION	EFFECTIVE			
	Aug 12/01	May 1/02	May 1/03	May 1/04		Aug 12/01	May 1/02	May 1/03	May 1/04
GROUP 1									
Lead Hand	18.36	18.81	19.31	19.81	Lead Hand	18.36	18.81	19.31	19.81
GROUP 2									
Prism Clerk	18.10	18.55	19.05	19.55	Prism Clerk	18.10	18.55	19.05	19.55
GROUP 3									
Skylift	17.90	18.35	18.85	19.35	Skylift Receiver	17.90 17.96	18.35 18.41	18.85 18.91	19.35 19.41
GROUP 4									

October 26, 2001

Mr. Danny Gallant
Business Manager
B.C.T.G.M., Local 426
#218 - 1945 Dundas Street, E.
Mississauga, Ontario
L4X 2T8

Dear Mr. Gallant:

During negotiations recently completed, the Company agreed to renew the following "Letters of Understanding", which will expire upon expiration of the collective agreement on April 30, 2005.

Working Relationship

The Company, in recognizing the need to improve the relationship with the B.C.T.G.M. Union and its members, is prepared to agree to the following, during the life of the agreement.

- The parties will work together on obtaining the help of an outside consultant who will lead us into a high performance workplace. This will enable the Lakeshore Bakery to pursue the Vision - *"Lakeshore is to be a key strategic producer of baked goods ranking in the top percentile of the North American Bakeries, noted for quality, cost effectiveness, and flexibility, while embracing the latest managerial/leadership qualities"*.
- The Company and the Union agree on the need to solicit the help of a third party to lead the parties into the development of a labour-management partnership.

Joint Technology

The Company and the Union agree on the need to create a means through which they can mutually discuss the content and the implications of technological change at the Lakeshore Biscuit Plant. Both parties agree to the creation of a "Joint Technology Committee" (JTC) to accomplish these ends. The JTC shall be created no later than three (3) months following the signing of the new collective agreement. The JTC will be comprised of three (3) members of the union executive plus three (3) members of management.

- New job classifications created as a result of technological change will be reviewed with the JTC committee.

- It is recognized that highly skilled technical jobs may fall under the I.A.M. agreement, and that management may access information and will have the need to input data.
- The Company agrees there will be no concerted effort to transfer bargaining unit work to management at the Lakeshore Biscuit Plant due to technology.

Part-time Employees

Employment of part-time employees will not result in a reduction in the regular complement of full-time employees. The Company agrees that if part-time employees are hired they will be employed to work in the E.H.&S. Department to provide services that can only be performed when production has ceased.

In the E.H.&S. Department the Company will use part-time employees to provide coverage on the Friday midnight shift if scheduled employees do not report for work. During the weekend in the E.H.&S. Department if there are insufficient volunteers for overtime, then the Company will use part-time employees. In the event that additional work is scheduled after overtime has been solicited, the work will be offered to the E.H.&S. employees before using part-time workers.

Shop Chairman

The Company will provide 4 hours per day for the Shop Chairman to conduct Union business covering issues pertaining to the Lakeshore bargaining unit.

The Company will provide an office for the exclusive use of the Shop Chairman to conduct Union business. The room will contain a desk, file cabinet and chairs.

Total Plant Shut-down

In the event of a total shut-down of one week or more, employees shall be retained to perform the available work throughout the plant on the basis of plant wide seniority and ability to perform the required work with minimal training.

A
Sincerely,


Ed Pizale

Plant Manager, Toronto Bakery

EP/ld

cc: A. Tavares



October 26, 2001

Mr. Danny Gallant
Business Manager
B.C.T.G.M., Local 426
#218 - 1945 Dundas Street, E.
Mississauga, Ontario
L4X 2T8

Dear Mr. Gallant:

During negotiations recently completed, the following improvements were made to the Dental, Vision Care, Life Insurance, and Pension Plans.

Dental Plan

For all claims originating after date of ratification - 2000 ODA Fee Guide
Effective January 1, 2002 – 2001 ODA Fee Guide
Effective January 1, 2003 – 2002 ODA Fee Guide
Effective January 1, 2004 – 2003 ODA Fee Guide

Vision Care

Effective date of ratification, increase vision care coverage to \$200 per 24 months.

Life Insurance

Effective January 1, 2002 – increase to \$35, 000
Effective January 1, 2003 – increase to \$40, 000

Pension Plan

Effective date of ratification – increase from \$44 to \$48
Effective January 1, 2002 – increase from \$48 to \$52
Effective January 1, 2003 – increase from \$52 to \$54
Effective January 1, 2004 – increase from \$54 to \$56

Steve Gallagher
Sr. Director, Human Resources - Operations

SG/ld

cc: E. Bigale



October 26, 2001

Mr. Danny Gallant
Business Manager
B.C.T.G.M., Local 426
#218 - 1945 Dundas Street, E.
Mississauga, Ontario
L4X 2T8

Dear Mr. Gallant:

The Company agrees to the following new "Letters of Understanding", which will expire upon expiration of the collective agreement on April 30, 2005.

Leave of Absence

Employees on a certified and approved Leave of Absence will continue to be covered by core non-optional benefits (excluding Weekly Indemnity) while on said leave. Upon the employees scheduled return to work date the employee will be eligible to apply for Weekly Indemnity benefits as per regular and accepted practice. If Weekly Indemnity benefits are approved, they will be paid only on time lost after the scheduled return to work date.

Relocation

The Company agrees that in the event of a total plant closure at the Toronto Lakeshore Bakery, displaced employees will be offered, in order of seniority, the opportunity to accept available employment opportunities (jobs) that they have the present skill and ability to perform at any new biscuit facility built or opened to take over production from the Lakeshore Bakery within a one hundred (100) kilometer radius (in the Province of Ontario) of the Lakeshore Bakery located at 2150 Lakeshore Blvd, West, Toronto, Ontario.

Employees accepting available employment opportunities (jobs) as per the above agree and understand that they will forgo any and all severance payments they would otherwise be entitled to receive under the terms of the collective agreement and *Employment Standards Act*.

Employees shall have thirty (30) days to accept or refuse an offer of employment made by the Company pursuant to this Letter of Understanding.

Enhanced Retirement Packages

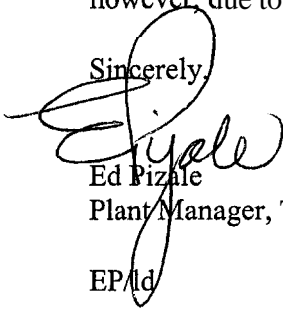
On a one time only basis the Company will offer a maximum of twenty (20) enhanced retirement packages in seniority order, to bargaining unit members who have attained the "Golden 80's" on or before August 01, 2001.

Such employees will be afforded the opportunity to retire and receive a lump sum payment in the amount of \$15,000.00 less applicable statutory deductions.

Eligible employees that elect to accept the enhanced retirement packages must declare their intention to retire prior to November 01, 2001. Their retirement must occur between January 01, 2002 and June 30, 2002.

The Company agrees to make every reasonable effort to allow those employees who choose to accept the offer the opportunity to retire at a date of mutual agreement, however, due to the needs of the business recognize this may not always be possible.

Sincerely,



Ed Pizale
Plant Manager, Toronto Bakery

EP/ld

cc: A. Tavares
M. McCallum

October 26, 2001

This letter will confirm that for the life of the current Collective Agreement, the Company and Union agree to the following clarifications:

Any reference to "Mixer", or "Mixer's Helper" will be understood to read Mixer Processor.

Any reference to Leadhand - Line/Pack or L.H. - Line/Pack, will be understood to read Leadhand - Production. Further to this, it is understood that the position of Leadhand-Production is to be compensated at the rate equivalent to Leadhand - Bakeshop as listed in Schedule "A".

Signed on this 26th day of October, 2001

