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**COLLECTIVE AGREEMENT
BETWEEN**



**DARE FOODS LIMITED
(BISCUIT DIVISION)**

AND



**BAKERY, CONFECTIONERY &
TOBACCO WORKERS'**

INTERNATIONAL UNION, LOCAL 264

1993 - 1995

APR 29 1994

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BY and BETWEEN

DARE FOODS LIMITED
2481 Kingsway Drive
Kitchener, Ontario
(hereinafter referred to as the "Company")

AND

BAKERY, CONFECTIONERY & TOBACCO WORKERS'
INTERNATIONAL UNION • LOCAL 264
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to maintain satisfactory relations between the Company and its employees; to promote the mutual interest of the Company and its employees; and to provide orderly collective bargaining relations as hereinafter provided.

1:02 RELATIONSHIP

The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and good wages, the Employer must be in a strong market position which means it must produce at the lowest possible cost consistent with fair labour standards. The Union, through the Committee herein provided for by reason of its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will co-operate with the Employer and support its efforts to assure a full day's work on the part of its members; that it will actively combat absenteeism and any other practices which restrict production.

It further agrees that it will support the Employer in its efforts to eliminate waste production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Employer, and the employees, the customer and the public.

ARTICLE 2 - RECOGNITION

2:01 The Company recognizes the Union as the bargaining agent of all employees of Dare Foods Limited, Kitchener, save and except foremen, foreladies, persons above the rank of foreman and forelady, office and sales staff, plant nurses, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.

ARTICLE 3 - RESERVATIONS OF MANAGEMENT FUNCTIONS

3:01 Subject to the terms of this Agreement, as hereinafter provided, it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, classify, direct, transfer, lay-off, retire, promote, demote and suspend or otherwise discipline employees for just cause;
- (c) determine the extent to which the Company's plant shall operate;
- (d) introduce new or improved facilities or methods of operation;

ARTICLE 3 - RESERVATIONS OF MANAGEMENT FUNCTIONS

(continued)

3:01

(continued)

(e) generally to manage the industrial enterprise in which the Company is engaged, and, without restricting the generality of the foregoing, to determine the products to be manufactured, assembled or distributed, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing, the control of materials to be incorporated in the products produced, and all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in this Agreement.

The Company agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK OFF

4:01

The parties agree that all employees must join the Union.

4:02

Employees shall maintain their membership in the Union and shall authorize the Company in writing to deduct from their wages Union dues as prescribed by the Constitution of the Union. Monies so deducted shall be submitted to an officer designated in writing by the Union.

ARTICLE 4 - UNION SECURITY AND CHECK OFF (continued)

- 4:03 All new employees hired after July 6, 1980, **as** a condition of employment, will pay Union dues and an amount equivalent to the Union initiation fee, upon completion of their probationary period.
- 4:04 A cheque in favour of Local 264, Bakery, Confectionery and Tobacco Workers' International Union, for all dues so deducted, shall be forwarded to the Local within 10 to 15 days following the deduction.

ARTICLE 5 - NEGOTIATING COMMITTEE

- 5:01 The Company recognizes the right of the Union to elect a Negotiating Committee of not more than ten (10) employees, and will deal with the said Committee on such matters as are properly the subject of negotiation during the term of this Agreement including proposals for the renewal or modification of this Agreement at the proper time. The Negotiating Committee shall consist of representatives from the following areas: Packaging - 3 (1 from each shift), Drivers - 1, Maintenance - 1, Shipping - 1, Baking (all shifts) - 1, Sanitation - 1, Weekend Shift - 1, Chief Steward -1.

The Negotiating Committee to be paid normal wages for **up** to six (6) days of negotiations at straight time, provided:

- (a) not more than ten (10) employees will be so paid, and
- (b) no member of the Negotiating Committee will visit the plant on a day on which negotiations take place unless mutually agreed to by the parties.

Meeting times will be mutually agreed to by the parties hereto.

The Company shall be notified in writing of the names of the members of the Negotiating Committee.

ARTICLE 6 - STEWARDS

6:01 The Company acknowledges the right of the Union to elect not more than fourteen (14) Shop Stewards to assist the employees in presenting complaints or grievances to the Company. These representatives must have completed their probationary period, and must be regular employees of the Company during their term of office.

6:02 The Union shall notify the Company, in writing, of the names of the Union Stewards and its officers and any change in the personnel of the Union officers and stewards before the Company shall be required to recognize them.

Identification will be provided by the Union for all stewards while in the plant.

6:03 There shall be stewards selected from and designated to represent the following groups of employees within the Bargaining Unit provided that there shall not be a total of more than fourteen (14) stewards.

Baking	3
Packaging & Receiving	3
Maintenance	1
Warehouse	2
Truck Drivers	1
Weekend Shift	2
services	1
Chief Steward	1

Stewards may act as alternates for one another in case of absence.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 The Company acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee to be composed of the Chief Steward and not more than two (2) stewards and the grievor shall have the right to attend if he/she so wishes and/or either party so requests.

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

7:02 Should any difference arise as to the interpretation, application or non-application of the provisions of this Agreement, an earnest effort will be made **to settle same in the following manner:**

7:03 If any employee has any complaint or grievance which he/she wishes to take up with the Company, it shall be heard in the following manner:

7:04 Step No. 1

The employee shall confer with his/her foreman/forelady not later than five (5) working days after the grievance arose. The relevant steward may accompany the employee if he/she requests his/her assistance. Any matter not settled at this stage **may** become the subject of a written grievance and dealt with as follows:

The grievance of the employee shall be stated in writing on a standard form supplied by the Union and signed by the employee and the relevant steward. The form must be presented to the foreman/forelady not later than five (5) working days after the grievance arose.

7:05 Step No. 2

The form must be presented to the relevant manager within two (2) working days after the meeting with the foreman/forelady pursuant to Article 7:04. The manager shall meet with the Union Grievance Committee not later than five (5) working days from receipt of the written grievance for the purpose of discussing the grievance.

7:06 The manager shall have two (2) working days from the conclusion of the meeting to state his decision in writing and a **copy** shall be given to the Union Grievance Committee.

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

7:07 Failing settlement, the grievance may, within five (5) working days following the written decision of the manager, be referred to Step No. 3.

7:08 Step No. 3

The matter will be referred in writing to the Plant Manager of the Company and the Union Grievance Committee. A meeting between these parties shall take place not later than five (5) working days following receipt of a written request for a meeting arising from the written decision on Step No. 2. At this meeting an officer of the Union may be present if either party requests his/her presence. The Plant manager shall have two (2) working days following the meeting to state in writing his/her disposition of the matter.

7:09 If the Company's decision at this step is unsatisfactory to the Committee, then the grievance may be referred in writing to arbitration as hereinafter provided within five (5) working days from the Plant Manager's written decision.

7:10 The Company shall pay members of the Grievance Committee and stewards at their regular rates of pay for time necessarily lost from work in servicing grievances. Before leaving his/her regular company duties, a steward must obtain the permission of his/her foreman/forelady to do so (such permission shall not be unreasonably withheld), and when resuming his/her regular duties he/she will report back to his/her foreman/forelady.

ARTICLE 7 - GRIEVANCE PROCEDURE (continued)

7:11 Any of the times mentioned in the grievance procedure may be extended by mutual agreement.

Any grievance not processed from one step to the next step (including arbitration) within five (5) working days from any written decision shall be resolved according to the last written decision.

Any potential grievance not commenced within any time limits in this Agreement shall not be considered.

7:12 Policy Grievances

The Union shall have the right to file a grievance when there is more than one person directly involved or a grievance upon an interpretation of the Agreement. Such grievance shall commence at the third step of the grievance procedure within ten (10) working days of the event giving rise to the alleged grievance.

7:13 Management Grievances

It is understood that the Company may call a meeting and bring forward at any meeting held with the Union Grievance Committee any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration within ten (10) working days of the meeting.

ARTICLE 8 - ARBITRATION

8:01 When either party requests that any matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) full working days from receipt of the request the other party will nominate an arbitrator.

ARTICLE 8 - ARBITRATION (continued)

8:01 (continued)

The nominees shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the party receiving the notice fails to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

8:02 Notwithstanding the provisions of subparagraph 8:01, the Company and the Union may agree upon a single arbitrator who shall have full powers as if he were a board of three arbitrators. The Company and the Union shall share the expense of the one-man Arbitration Board equally.

8:03 The Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties hereto and any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the chairman shall govern.

8:04 The Arbitration Board shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8:05 Notwithstanding the provisions of subparagraph 8:04, in matters of suspension and discharge the Arbitration Board can make decisions that can include reinstatement with full compensation for all lost wages sustained or lessening of penalty or any other similar decision that it regards as just and equitable.

ARTICLE 8 - ARBITRATION (continued)

- 8:06 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 8:07 Each of the parties of this Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the expenses, if any, of the chairman.
- 8:08 No matter may be submitted to arbitration which has not been properly carried through the required steps of the Grievance Procedure.
- 8:09 The Company shall pay members of the Grievance Committee and stewards at their respective rates for any time necessarily lost from work in servicing grievances.

ARTICLE 9 - DISCHARGE CASES

- 9:01 In the event of an employee who has completed his/her probationary period being discharged from employment, and the employee considers an injustice has been done, the case may be taken up as a grievance provided written notice is received by the Company within three (3) working days of discharge. Such grievance will be taken up as Step No. 3.

In such cases where the discharge is grieved within the terms of the Contract, the Company will retain the employee's benefits through the grievance procedure so long as the Union provides a cheque to cover the employee's portion of the premiums prior to the first day of each month.

- 9:02 When an employee has been discharged without notice, he/she shall have the right to interview the relevant steward or, in his/her absence, another steward at a place designated by Management for a reasonable period of time before leaving the plant premises.

ARTICLE 10 - LABOUR RELATIONS AND SAFETY COMMITTEE

10:01 A committee consisting of union stewards and management shall be known as the "Labour Relations Committee". It shall meet regularly on the last Wednesday of each month, wherever possible at 3:00 p.m. At these meetings matters of mutual interest will be discussed. Minutes of such meetings shall be approved and signed by both parties, and posted on the notice boards of the plant as quickly as possible. The Company shall pay the employees at their respective rates for any time lost from work at Labour Relations meetings. Either party has the right to have outside representation present at a meeting on two (2) days' advance notice to the other party.

The Company agrees to continue its Safety Committee and to permit Union Stewards to attend.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11:01 The Company will endeavour to schedule ovens and other equipment so as to permit the employees to leave their job stations at the times agreed upon within this Agreement. However, when minor scheduling difficulties make this impossible employees may be called upon and obligated to work up to fifteen (15) minutes at overtime rates and shall, when required above, be paid a minimum of fifteen (15) minutes at overtime rates.

11:02 Employees will be at their respective job stations and ready to work at their scheduled starting time.

11:03 HOURS OF WORK

- (a) The regular day shift Number 1 shall commence between the hours of 5:00 a.m. and 9:00 a.m. Any shift commencing at or after 9:00 a.m. and before 6:00 p.m. shall be considered the afternoon shift, Number 2; and any shift commencing at or after 6:00 p.m. and before 5:00 a.m. shall be considered the night shift, Number 3.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

11:03 HOURS OF WORK - (continued)

- (b) Changes made to starting times shall be done with a minimum of two (2) days' notice. No notice shall be required for changes caused by circumstances beyond the control of the Company.

- (c) Production employees required to work between the hours of six (6:00) p.m. and twelve (12:00) midnight on Sundays as part of their regular third shift, will be paid at their regular rate of pay.

- (d) Rotating warehouse employees scheduled to work the evening shift will commence work on Sunday evenings at six (6:00) p.m. at no premium rate of pay.

11:04 REGULAR WORK WEEK

The regular work week shall consist of five (5) eight (8) hour days, Monday through Friday.

In the event of a cut-back in production which is expected to be three (3) weeks or more, the Company will agree to lay-off in order of seniority rather than shorten the working hours of senior employees, subject to the provisions of 15:05.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

11:04

REGULAR WORK WEEK [continued]

In the event of a cut-back in production which is expected to be immediate and up to a maximum of three (3) weeks in any three (3) month period, the Company will meet with Union representatives to explain the circumstances, and to discuss the action to be taken.

11:05

SHIFT CHANGES

(a) Production Workers and Essential Service Workers

An employee may be required to change from one shift to another in order to meet unexpected changes in production schedules. However, such a change may not be made oftener than once weekly, and in such cases a break of fifteen (15) hours will be allowed between shifts unless otherwise mutually agreed to. Production workers' shift shall be scheduled and there shall be no changes except upon forty-eight (48) hours' notice.

(b) Truck Drivers and Tractor Trailer Drivers

An employee may be required to change from one shift to another in order to meet unexpected changes in road schedules. However, such a change may not be made oftener than once weekly, and in such cases a break of at least twelve (12) hours for tractor trailer drivers and twelve (12) hours for straight truck drivers will be allowed between shifts unless otherwise mutually agreed to.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

- 11:05 (b) Truck Drivers and Tractor Trailer Drivers
 [continued]
- (i) One-day trips - When a driver phones in that he/she will be absent, the spare stake driver will then take his/her run if he/she is physically available.
 - (ii) Overnight trips - On overnight trips, when a driver gives at least twelve (12) hours advance notice of unexpected absence from work, the other drivers shall be asked in order of seniority to take the overnight trips.
 - (iii) On overnight trips, when a driver is unable to give sufficient advance notice as in two (ii) above, of absence from work, the other drivers shall be asked in order of seniority if physically available to take the overnight trips.
 - (iv) When the regular driver reports to work the following day when his/her trip has been taken by a regular or spare driver he/she will do whatever work is available at the stake driver rate.
- (c) Excepting the spare tractor trailer driver, the Ottawa runs will be assigned each year using rotating reverse seniority. The senior of the drivers assigned to Ottawa runs will have his choice of such Ottawa runs. Remaining runs not affected by the above are to be selected yearly by seniority. The same route may not be selected until after two (2) different runs have been fully completed.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

11:05 SHIFT CHANGES - (continued)

- (d) Senior drivers shall not be permitted to bump junior drivers off two (2) day trips unless it is to prevent layoff on day run is started.
- (e) Where it is necessary to combine two (2) regular runs such a combined run will be given to the more senior of the two (2) drivers involved.

Where possible the Friday Kitchener deliveries requiring an additional truck will be assigned to the most senior available driver.

- (f) Tractor Drivers will not be allowed to bump straight truck drivers unless it is to avoid a layoff of more than one (1) day.

11:06 SHIFT PREMIUM

Where an employee is scheduled to work an afternoon or night shift and in addition is required to work prior to his/her regular shift, he/she shall receive the afternoon or night shift premium for normal hours of work on the afternoon or night shift. Shift premium shall not be used as a basis for the calculation of overtime.

A shift premium of thirty-three (33) cents per hour will be paid for the second shift. A shift premium of thirty-seven (37) cents per hour will be paid for the third shift.

11:07

OVERTIME REGULATIONS (continued)

Classifications that fall under the Packaging area are:

Creamer Operator "A", Creamer Operator "B", Packaging Machine Operator "A", Service (Display Functions) and General Labour, Finished Goods Movement, Sample Room, Carton Stacker, Packaging Machine Operator "B", Case Packer Operator, Stitcher Operator, Tower Operator, Langen Operator Pop Tart Line, Mallow/Packing Belt Flo-Thru Wrapper Operator, Packer, Crew Leader - Packaging, Crew Leader - On Line Packer.

Where no overtime is scheduled for the classifications listed below but overtime is available in the Packer classification, the classifications listed below shall be deemed as Packers for the purposes of overtime distribution only.

Case Packer Operator, Stitcher Operator, Tower Operator, Langen Operator Pop Tart Line, Mallow/Packing Belt Flo-Thru Wrapper Operator, Service and General Labour, Finished Goods Movement, Carton Stacker.

The above principle will also apply to the classification of Warehouse Lift Truck Operator. This classification shall be deemed Warehouse and Shipping Labour for overtime distribution only.

- (i) Where a supervisor is notified of an error in allocation of scheduled overtime four (4) hours in advance; or in the case of unscheduled overtime, prior to the completion of the employees regular shift; and fails to take corrective action, the Company agrees to pay the first qualified person passed over, the amount that would have been paid for such overtime.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

11:07

OVERTIME REGULATIONS (continued)

Also, in the event that posted overtime indicates that an employee has been scheduled for overtime and the Company fails to telephone the employee as per the current practice then the Company will pay the employee passed over the amount that would have been paid for such overtime.

- (j) If an employee changes shift only, he/she will be charged with the highest hours on that shift, however, should the employee's hours be higher than the foregoing, the highest hours shall be retained.

If a change in classification occurs, he/she will be charged the highest hours of the classification on his/her shift.

Employees who are temporarily transferred to another classification, opportunity for overtime will be within their regular classification.

An employee absent for two (2) weeks or more, or in the case of medical absence of four (4) weeks or more and excluding vacation shall be charged with the average hours in their classification.

New hires will be charged with the highest hours in their classification throughout all shifts.

- (k) All overtime hours to be recorded as hours paid.

Overtime to be zeroed every four (4) months, September 1st, January 1st and May 1st.

- (l) Clause 11:05 (a) outlining limitations in shift changes would be void in cases of Saturday or Sunday overtime.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

- (m) The Company shall endeavour, wherever possible, to give twenty-four (24) hours notice of opportunity for overtime work.
- (n) This procedure is subject to change by the Company at any time after consultation and written agreement with the Union.

11:08

CALL-IN PAY

- (a) When an employee has completed his/her regular shift and left the Company premises and is called back for further work, he/she shall be entitled to a minimum of four (4) hours call-in pay at overtime rates.

If emergency call-in occurs more than two (2) hours before the regular starting time and forms a continuous period with regular scheduled working hours, the first four (4) hours shall be paid at time and one-half and the balance of hours worked paid at regular time.

If emergency call-in occurs two (2) hours or less before the regular starting time, no call-in pay will apply.

- (b) The Company agrees to pay a minimum of two (2) hours pay at straight time if an employee is asked to work after he/she has punched out, having completed his/her full normal shift, and before he/she has left the plant. This will not apply where the employee has been notified of the overtime prior to the end of the shift.
- (c) The Company agrees to pay two (2) hours at straight time if management telephones an employee for advice or assistance where such call did not result from an employees error. This does not apply where the telephone contact results in a call-in.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

11:09

OVERTIME RATES

- (a) Employees scheduled by the Company to work in excess of their regular shift shall be paid a premium for those hours consisting of time and one-half for the first four (4) hours and double time for the balance of the overtime period.
- (b) Unless part of a scheduled work week employees will receive overtime premiums in the following manner:

Day Shift (A)

Time and one-half for any work performed between 12:00' midnight Friday and 11:59 p.m. Saturday.

Double time for any work performed between 12:00 midnight Saturday and 11:59 p.m. Sunday or on Statutory Holidays.

Afternoon Shift (B)

Time and one-half for any work performed between 12:00 midnight Friday and 11:59 p.m. Saturday.

Double time for any work performed between 12:00 midnight Saturday and 11:59 p.m. Sunday or on Statutory Holidays.

Night Shift (C) - Non-janitorial

Time and one-half for any work performed between 7:00 a.m. Friday and 6:59 a.m. Saturday.

Double time for any work performed between 7:00 a.m. Saturday and 6:59 a.m. Sunday or on Statutory Holidays.

ARTICLE 11 - HOURS OF WORK AND OVERTIME - (continued)

Night Shift (C) - Janitors - Sunday Start

Double time for any work performed between 7:00 a.m. Friday and 6:59 a.m. Saturday or on Statutory Holidays.

Time and one-half for any work performed between 7:00 a.m. Saturday and 6:59 a.m. Sunday.

Night Shift (C) - Janitors - Monday Start

Time and one-half for any work performed between 7:00 a.m. Saturday and 6:59 a.m. Sunday.

Double time for any work performed between 7:00 a.m. Sunday and 6:59 a.m. Monday or on Statutory Holidays.

Sanitation employees will be advised of their work schedule by Friday for the following week. Any subsequent changes to the schedule will be made in accordance with the collective agreement.

Weekend Shift

Time and one-half for the first two (2) complete overtime shifts and double time for any complete shifts in excess of two (2) in the same week or on Statutory Holidays.

ARTICLE 12 - HOLIDAYS WITH PAY

12:01 Employees will be paid for the following eleven (11) holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Thanksgiving Day	Labour Day
Civic Holiday	Christmas Day
December 24th	Boxing Day
*2nd Monday in February	

* Should the federal government introduce an additional national holiday, it will supersede the 2nd Monday in February.

In addition to the designated statutory holidays all employees, subject to qualification under Article 12.02, shall receive an additional eight (8) hours regular pay.

Distribution employees with seniority as of the second Monday in February of each year will be required to work on that day but shall be provided with an alternate day in lieu of the second Monday in February. The scheduling of the alternate day shall be conducted immediately following the scheduling of vacation and in accordance with Letter of Understanding #6. Any difficulties which may arise in the scheduling of the alternate day off will be resolved as a grievance, commencing at the third stage. Payment for the lieu day shall be in accordance with the provisions of this article.

Notwithstanding the provisions of Section 12:01 of this Article, no employee shall be entitled to holiday pay who:

ARTICLE 12 - HOLIDAYS WITH PAY - (continued)

12:02 (continued)

- (a) without being excused by the Company fails to work both the last scheduled shift before and the first scheduled shift after the holiday in question. The Company, however, shall not refuse to excuse an employee from work if he/she is absent because of a death in his/her immediate family or tenders a certificate from a duly qualified medical practitioner that he/she was unable to work because of sickness or injury;

is on authorized leave of absence providing the leave of absence does not exceed two (2) weeks, but works the last scheduled shift before the leave of absence and the first scheduled shift after the leave of absence shall be paid for the statutory holiday. A maximum of one (1) statutory holiday shall be paid during any two (2) week leave of absence period;

- (b) in the case of an employee who, for reasons satisfactory to management, is late starting on the shift prior to or immediately after the statutory holiday will be paid;
- (c) is on authorized leave of absence;
- (d) fails to report for work when requested to do so by the Company and performs the work to which he/she is assigned;
- (e) is on lay-off, provided that where an employee has been on lay-off not more than five (5) working days preceding the statutory holiday and is recalled to work and works within five (5) working days after the statutory holiday, or who works on the working day actually preceding the statutory holiday and is laid off on the working day actually succeeding it, then he/she is entitled to holiday pay for the holiday.

ARTICLE 12 - HOLIDAYS WITH PAY - (continued)

12:02 (continued)

- (f) To be eligible for statutory holiday pay the employee must have completed thirty (30) days of work.
- (g) If a recognized holiday(s) is observed during the vacation period of an employee, the employee will be paid for the recognized holiday(s). The vacation day(s) must be scheduled for the Friday before the vacation begins or the Monday after the vacation is completed.

ARTICLE 13 - VACATIONS

13:01 (a) The Company may close the plant or any part of the plant for vacation purposes at any time convenient to the Company, during the month of July and the first ten (10) days of August.

In the event of a scheduled plant shut-down, employees will take vacation entitlement during that period. This shall not necessarily apply to the Maintenance Department and Warehouse classifications. Employees with more vacation entitlement than plant shut-down will be interviewed for their extra vacation preference.

- (b) Notice of plant shut-down and/or slow-down shall be posted on the bulletin board no later than March 1st.
- (c) Beginning March 1st all employees will be interviewed to select their vacation period preference. Vacation periods will be selected by order of employee seniority.
- (d) As soon as any period is filled by seniority based on the limitations set out in 13:06 the next most senior employees will be required to reselect their holiday preferences outside any filled week. This procedure will not go beyond April 30th.

ARTICLE 13 - VACATIONS - (continued)

- 13:01 (continued)
- (e) The only exception to the above being in the case of sickness or accident and such exceptions must select vacation period in remaining available slots.
- 13:02 (a) The vacation list shall be posted on April 1st of each year.
- (b) Changes to the vacation schedule shall not go beyond April 30th.
- 13:03 Vacations must be taken between April 1st and March 31st, and no more than three weeks, annual vacation may be taken during July and August, subject to the limitations set out in 13:06. The balance of any vacation is to be scheduled by mutual agreement.
- 13:04 No leave of absence for vacation purposes will be permitted during June, July, August and September, if it interferes with other employees' selected vacation. Such leave of absence cannot be confirmed until after April 30th.
- 13:05 Any employee who arranges his/her vacation outside any slow-down period may be required to work during the slow-down period.
- 13:06 No more than twenty (20) per cent of any job classification can be absent for vacation at any time. (In the case of the weekend shift it is agreed that notwithstanding the calculation two (2) packers or one (1) packer and one (1) Crew Leader, On-Line Packer per line will be allowed to schedule vacation at the same time.)
- 13:07 Employees may take their full vacation during any period other than July and August subject to the limitations in 13:06.

ARTICLE 13 - VACATIONS - (continued)

13:08 Vacation period and earnings will be as follows:

Employees shall receive vacation pay on the last payday prior to scheduled vacation, however, vacation pay cheques will not be available earlier than May 1st of any year.

It is understood that completed years means continuous service on October 31st of the year in which the vacation is being taken, and percentages of earnings means the percentages of earnings in the twelve (12) months immediately prior to the last day of the Third Accounting Period which date will regularly fall in the latter half of the month of March.

Vacation benefits will be calculated to the end of the Third Accounting Period, and a pro-rata adjustment will be made in the event of termination - see 13:10. All vacation pay cheques will show the earnings for the vacation year together with the percentage of earnings paid. Earnings per weeks off means the average weekly rate earned in the twelve (12) months immediately prior to the last day of the Third Accounting Period.

13:09 It is understood that vacation pay will be calculated on the basis of weeks off or percentage, whichever is the greater. However, this shall not apply when employees have been laid off or granted unpaid leave of absence (excepting Maternity/Parental leaves), in which case percentage payment only will apply.

<u>Completed Years of Service</u>	<u>Annual Vacation</u>	<u>Percentage of Earnings</u>
6 months	1 week	4%
1 year	2 weeks	4%
5 years	3 weeks	6%
10 years	4 weeks	8%
18 years	5 weeks	10%
28 years	6 weeks	12%

ARTICLE 13 - VACATIONS. - (continued)

13:10 Pro-rata payment for employees on termination: Employees who quit or who are discharged shall receive pro-rata vacation benefits for the period from the end of the Third Accounting Period to the date of termination.

ARTICLE 14 - REST AND LUNCH PERIODS

14:01 (a) Break Periods per Shift
Each employee shall be allowed two (2) ten (10) minute breaks during the course of their shift at times determined by the Company.

Lunch Break

Each employee shall receive a twenty (20) minute lunch period, at a time determined by the Company and as near to mid shift as possible.

Rest periods are to be included in the regular scheduled hours.

(b) A weekly lunch schedule will be posted for all maintenance employees. If the services of the above should be required during their lunch break, they will be paid for same.

(c) The scheduling of breaks for warehouse and delivery employees will be as determined by Distribution management.

14:02 Any employee required to work overtime in excess of two (2) hours continuously after the completion of his regular shift shall be provided with a paid ten (10) minute break to be scheduled at a time mutually agreed upon.

Note: Any employee who leaves the Company premises without permission will forfeit this paid supper break, but this will not apply if the overtime work has been completed. Any employee who leaves the Company premises must punch out and in on his/her punch card.

ARTICLE 15 - SENIORITY

15:01 During the first sixty (60) days of work, an employee shall be on probation and during such probationary period, shall not be entitled to any seniority rights. Upon completion of this probationary period, seniority shall be credited from the date of first employment. Any employee who starts his/her probation and is laid-off and recalled within twenty (20) working days of the lay-off date will have the previous worked period deducted from sixty (60) days of work.

15:02 (a) In the event of a lay-off affecting permanent employees and when probationary employees in higher classifications excluding trades and drivers are not affected by such lay-off, permanent employees deemed not required will be asked in order of seniority if they wish to fill the higher classification of the probationary employees.
If wishing to up-grade the permanent employee shall be given up to a maximum of ten (10) working days to qualify for the position.

(b) In the event of any lay-off in any shift, probationary employees plant-wide shall be the first to be laid off. A list of employees on lay-off shall be given to the Chief Steward.

In the event of a one (1) day lay-off in the warehouse, employees affected will not be permitted to displace probationary production employees unless they have performed the job in the past twenty-four (24) months.

ARTICLE 15 - SENIORITY - (continued)

- 15.03 In the event that the Company serves notice of job elimination(s) employees will be allowed to exercise their seniority rights in accordance with the provisions of article 15 in order to secure job ownership on the shift of their choice, provided that they possess sufficient seniority to do so. Employees who lose job ownership as the result of bumping under this article will secure an alternate job through this procedure.
- 15:04 A seniority list shall be established and posted. The seniority list so posted shall be revised by the Company at least every six (6) months. A legal name change will not change the order of an employee's seniority. No grievance as to position on any seniority list shall be commenced more than thirty (30) days from the date of posting of the original or of any revised seniority list. Grievances as to position on any revised seniority list may only be taken as to relevant changes in position brought about by revision. A copy of each seniority list is to be forwarded to the Union.
- 15:05 (a) Seniority shall be plant-wide in the case of lay-off, recall after lay-off, promotion, demotion, transfer and opportunity for advancement, other than appointments to supervisory positions. In the case of lay-off or job elimination all employees shall be given up to a maximum of ten (10) working days to qualify on a lower-rated classification other than the one currently held, if they are affected. An employee who has had previous qualifications in a higher classification and would require no training, may exercise his/her seniority rights in that classification if he/she is affected.

ARTICLE 15 - SENIORITY - (continued)

- (b) In the event of a lay-off of one (1) day or less, then it is understood that production and service employees will not be permitted to displace warehouse employees, or warehouse employees to displace production and service employees.

Employees will not be permitted to displace another employee unless they have previously been qualified on the job and would require no training.

- (c) The Company will give three (3) days notice, or three days pay in lieu thereof, for a lay-off of from one (1) day and up to four (4) days. The Company will give one (1) work week of notice in writing, or one week's pay in lieu thereof, for lay-off of more than four (4) days. No notice shall be required for lay-offs caused by circumstances beyond the control of the Company.

15:06

- (a) An employee exercising his/her seniority rights to avoid a lay-off who takes work in a lower job classification shall receive the rate of the lower **job** classification to which he/she is assigned.
- (b) An employee who is temporarily assigned to a higher job classification for the convenience of the Company will receive the rate of the job or his/her regular job rate, whichever is the higher.
- (c) In the event on that shift that the full complement in a classification is not required then the junior person on that shift will be required to move. This shall not apply in the Baking Department if other work is allocated in that Department.

15:07

Regardless of length of service, complete loss of seniority may be suffered by an employee if he/she:

ARTICLE 15 - SENIORITY - (continued)

- 15.07 (a) voluntarily quits the employ of the Company;
- (b) is discharged by the Company and such discharge is not reversed through the grievance procedure;
- (c) following a lay-off fails to return to work without reasonable excuse within seven (7) days of the mailing of a registered letter containing a request to return to work on a specific date, addressed to the employee at his/her address as shown on the Company's records;
- (d) has been laid off for more than twelve (12) months consecutively, or a period of time equal to length of service, which ever is shorter;
- (e) fails to return to work without reasonable excuse at the expiration of leave of absence or fails to return after being medically approved fit for work by Workers' Compensation Board.
- (f) Extenuating circumstances may be taken into consideration by the Company, and extended time limits may be granted.

Note: Any employee who fails to notify the Company of reason for absence from work for a period of two (2) working days shall receive a written warning on the first occasion and disciplinary action on the second offence for just cause.

- (g) After being contacted by the Company by registered mail and failing to reply within seven (7) days, an employee who has been absent due to disability for a period of twelve (12) months or if employee has more than one (1) year's worked service and is absent due to disability for a consecutive period of twenty-four (24) months.

ARTICLE 15 - SENIORITY - (continued)

15:08 It shall be the duty of employees to notify the Company and the Union of any change of their address. If any should fail to do this, the Company will not be responsible for failure of notice to reach such employee.

15:09 If an employee is promoted to a supervisory position outside of the bargaining unit and later returns to the bargaining unit, this employee shall be given seniority equivalent to his/her overall service with the Company, and upon his/her return shall be given a position in the General Labour category. He/she may apply for job postings as they occur, and such applications will be considered based on qualifications and overall seniority.

Should an employee return to the bargaining unit within three (3) months of promotion, he/she will return to the last classification held.

15:10 New entrants to the Maintenance Department will attain Maintenance Department seniority effective on the date of entry to the Maintenance Department. For all other purposes, original date of hire will be the seniority date.

ARTICLE 16 - TRANSFERS AND JOB VACANCIES

- 16:01 (a) Where new positions or a permanent opening occurs, other than when positions of a supervisory nature are created, or a vacancy occurs, the Company agrees to post a notice of such vacancy where all employees may see same.

Such notice shall contain the shift, wage rate and job title with a brief description, and shall remain posted for a minimum of three (3) working days. All applications shall be made in writing and a copy sent to the Chief Steward. When the position is awarded, the Chief Steward shall be notified of the successful applicant. Employees may make written application prior to going on vacation or within three (3) working days of start of a sickness. Must be capable of performing the essential duties of the posted position within thirty (30) working days.

Positions for classifications requiring back-up shall be posted as training vacancies. A training vacancy posting will be awarded on the shift where the vacancy exists.

When postings are awarded, it will be posted on the main bulletin board.

- (b) Temporary job vacancies of more than twenty (20) consecutive working days but less than one (1) year shall result in a temporary position being job posted as speedily as possible. Advance notification of absence will allow the Company to job post the temporary vacancy prior to the twenty (20) day period. Notices shall remain posted for a twenty-four (24) hour period (excluding Saturdays, Sundays and Statutory Holidays), and the job will be allocated by seniority within the next twenty-four (24) hours following the posting.

ARTICLE 16 - TRANSFERS AND JOB VACANCIES - (continued)

- 16:01 (c) In other circumstances, an employee who has accepted a transfer to another classification as a result of a job posting, and subsequently during his qualifying period returns to his former classification, will displace the employee with the least amount of seniority among the employees in his former classification who have not completed the qualifying period. However, in the event that all employees in such former classification are qualified, the employee who last transferred to that classification will be displaced. The latter will also apply in the event that more than one (1) employee in the former classification are still within their first thirty (30) working days of a permanent transfer, even though they may already be qualified from previous training in such classification.
- 16:01 (d) Where an employee does not complete the qualifying period for any reason on a job to which he has exercised his seniority, the former displaced employee will be reinstated into such job.
- 16:02 (a) A lab assistant posting shall be awarded to the most senior individual who successfully completes a test. The scope of such test will be provided by the Company and approved by the Union representative. If requested the results of such test shall be made available to the Union.
- (b) The job will be awarded to the most senior person who applied for the posting.
- (c) Truck driving and Maintenance Department classifications shall only be awarded provided the individual has the qualifications required by the Company.
- (d) Applicants who have been awarded job postings shall be physically transferred to them within thirty (30) working days of the award.

ARTICLE 16 - TRANSFERS AND JOB VACANCIES - (continued)

- 16:03 (a) An employee wishing to transfer to a new position through the job posting procedure may receive a one (1) day trial if the posted job is within the department (or a department the employee has worked in during the previous twenty-four (24) months), and a three (3) day trial if the job is in a different department (and the employee has not worked in that department during the previous twenty-four (24) months). The successful employee will accept or decline the posted job at the completion of the trial period. An employee who declines two (2) positions after a trial twice in a twelve (12) month period will not be granted a trial for a period of six (6) months, starting at the date of the last trial.

An employee who transfers due to a job posting shall be given up to a minimum of ten (10) working days training, and up to a maximum of thirty (30) working days training to qualify.

He/she shall be paid fifty (50) per cent of the increase between classification rates after completion of fifteen (15) working days on the job and the balance at the end of the trial period. The rate may be applicable when instruction is no longer necessary. The employee can seek an evaluation, but in no case will it cover the initial ten (10) day period.

- (b) If at the end of the trial period, the employee's performance is judged by the supervisor as unacceptable, he/she will return to his/her former classification and shift. Such employees will be ineligible to apply for a similar job posting within six (6) months.

ARTICLE 16 - TRANSFERS AND JOB VACANCIES - (continued)

- 16:04 (a) Employees who have successfully applied under the permanent job posting procedure will be ineligible to apply for a lateral (different classification but same rate of pay) or lower job posting within a twelve (12) month period from date of award. Such employees will be eligible, after completing forty-five (45) days worked, to apply for a job posting if the posting is for advancement and for a higher classified job rate. The above would be waived should circumstances result in an outside hiring being the only alternative in order to fill a given position. Applying for a shift change on a job posting will not be considered a transfer so long as the posting is for the same classification as the one currently held by the employee.
- (b) All new employees must have completed the probationary period to apply for a job posting. New employees in Groups A, B, C, D and E will be ineligible to apply for a job posting until six (6) months of employment have been completed, unless the posting is for advancement within the same department and at a higher classified job rate.
- (c) Employees in all classifications, except warehousepersons and drivers must rotate through all aspects of their classification. This shall not be used for shift change unless for training purposes.

ARTICLE 17 - LEAVE OF ABSENCE

17:01 All leaves of absence for more than two (2) working days shall be in writing and signed by the Plant Manager or the Human Resources Manager. **Failure to produce** such leave of absence in writing may be proof of voluntary termination of employment.

Applications for leave of absence shall be made within ten (10) working days of the last day the employee works or, in the case of illness, upon expiration of the Company weekly indemnity benefits.

Note: When leave of absence is granted, seniority shall continue to accumulate as though the employee was actually at work. No leave shall be granted to be absent more than six (6) months.

17:02 Leave of absence will not normally be granted to employees on probation.

17:03 Employees who request leave of absence in addition to their regular vacation entitlement may be considered subject to the limitations set out in 13:04, 13:06 and 17:04.

ARTICLE 17 - LEAVE OF ABSENCE - (continued)

- 17:04 Employees with a minimum of two (2) completed years of service as of October 31st in any year may request up to two (2) weeks unpaid leave of absence (one (1) two (2) week period or two (2) one (1) week periods) subject to the limitations set out below. The vacation entitlement and leave of absence must be requested in the off-season, and must not interfere with the seniority rights of employees as set out in 13:04 and 13:06. The Company must retain the right to determine the off-season, and make any necessary adjustment in future years. For the duration of this Collective Agreement, the off-season for permitting additional leave of absence will be from December 1st to May 31st. No employees may request or be granted this leave of absence more often than once each three (3) year period. The Company may, however, grant leave of absence with vacation outside this period if it does not interfere with other employees' vacation schedules.
- 17:05 An employee engaging in other employment during a leave of absence without permission of Management shall be subject to immediate dismissal.
- 17:06 The Company may grant reasonable leave of absence to all employees, including those on probation, in writing for any of the following reasons:
- (a) serious illness to any employee;
 - (b) injury not covered by Workers' Compensation;
 - (c) compassionate or personal reasons of the husband, wife, child, father, mother.

ARTICLE 17 - LEAVE OF ABSENCE • (continued)

- 17:07 Employees both male and female who become married while in the employ of the Company and continue in employment will be given leave of absence for not more than two (2) weeks subject to 17:02 of this Agreement. This leave of absence if requested must be taken at the time of marriage.
- 17:08 All employees will be entitled to the Maternity/Parental leave provisions of the Employment Standards Act. Employees must provide the Company, not less than two (2) weeks in advance of the first day of the leave with a medical certificate estimating the expected date of birth. Adoptive parents must provide the Company with legal notification confirming the date of the adoption, not less than two (2) weeks in advance of the first day of leave.
- 17:09 No employee will return to work earlier than eight (8) weeks after delivery without her doctor's approval. Upon her return to work, she will be returned to her former classification and while on maternity leave of absence seniority shall accrue.
- 17:10 Notwithstanding anything in this Article, an employee on Workers' Compensation shall be considered on leave of absence until he/she is able to return to work, or certified as never being able to resume employment with the Company. An employee on such leave of absence must keep the Company advised of his/her current address and must remain a resident of the Province of Ontario.

ARTICLE 18 - BEREAVEMENT LEAVE AND JURY ACT

- 18:01 (a) In the event of the death of an employee's current legal spouse (i.e. three (3) years together) or child, a maximum of five (5) working days leave of absence with pay shall be granted, providing the employee would have normally been working during the days of mourning.

ARTICLE 18 - BEREAVEMENT LEAVE AND JURY ACT -
(continued)

18:01

(continued)

- (b) Should a bereavement occur in an employee's immediate family, (parent, sister, brother, son-in-law, daughter-in-law, father-in-law or mother-in-law) a bereavement leave of up to three (3) working days with pay will be granted if the employee so requests. The Company will grant one (1) day with pay bereavement leave for grandparents, grandchildren, sisters-in-law or brothers-in-law if so requested. Bereavement leave will be taken at the time of the death of the member of the family.
- (c) Should any employee require an additional two (2) days 'unpaid leave of absence in respect to any of the above circumstances such unpaid leave would be granted.

18:02

The Company agrees to provide reasonable time away from work with pay, to a maximum of a regular shift for each day an employee misses work because they have been required to serve and does serve on any jury, or as a Crown Witness.

ARTICLE 19 - UNION ACTIVITIES

19:01

No employee shall be discriminated against or discharged for his/her activity as a union member or for doing committee or other work for the Union provided, however, that permission from the foreman/forelady is obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. The permission of the foreman/forelady concerned must be obtained for each and every instance when Union business is to be conducted on Company time. It is agreed that such permission if requested, will not be unreasonably withheld in any instance.

ARTICLE 19 - UNION ACTIVITIES - (continued)

19:02 Provided office space is available in the plant the Company will, within two (2) working days of receipt of a written request from a recognized union steward which sets out the reason for the request, advise the steward when such space can be available for the convenience of the Union for the purpose of dealing with any matter relating to a grievance by an employee covered by this Agreement.

19:03 For the purpose of scheduled Union events such as conventions or seminars, the Company shall grant leave of absence to a maximum of two (2) employees at any one time, provided that five (5) days of notice of such request is given in writing for such leave. The total leave granted by this Company shall not exceed fifteen (15) days in any one Agreement year.

ARTICLE 20 - LOCK-OUTS, STRIKES, WORK STOPPAGE & SLOW-DOWNS

20:01 Both parties to this Agreement undertake to abide by the Labour Relations Act of the Province of Ontario to the effect that no employer who is a party to a collective agreement shall declare or cause a lock-out, and no employee bound hereby shall go on strike during the term of this Collective Agreement over any issue that is subject to the arbitration machinery of this Agreement.

Strikes and lock-outs are to be as defined in the Ontario Labour Relations Act.

ARTICLE 21 - WAGES

21:01 During the lifetime of this Agreement, all payment of wages will be made in accordance with job classification and wage rates set out in Schedule "A" hereto which said Schedule is hereby made part of this Agreement.

ARTICLE 21 - WAGES - (continued)

- 21:02 The Company shall pay weekly on Thursday of each week for the weekly period ending at the previous Saturday midnight.
- 21:03 The Company shall pay such hourly starting rates and such increases as are set out in Schedule "A" attached hereto during the first sixty (60) worked days' of service of any employee. Unless specifically provided, it is the intention of the parties hereto that no other benefit of the Agreement is conferred on any employee **prior to he/she completing sixty (60) worked days' probationary period.**
- 21:04 When new jobs are created by the Company or existing jobs are substantially changed, after discussion with the Union, the Company shall place such jobs into effect and shall determine a wage rate which shall be consistent with existing wage rates for comparable jobs within the plant.
- The Union shall be notified when such new rates are placed in effect and may lodge a grievance beginning at Step 3 within ten (10) working days from the date of notification. An arbitrator shall have the right to determine if the rate is proper taking into account the existing wage schedule in the plant.
- 21:05 If an employee is discharged his/her pay allowance shall be calculated as soon as possible and handed to him/her together with his/her Record of Employment. If an employee gives not less than one week's written notice of his/her intention to quit the employment of the Company, his/her pay allowance shall be calculated up to the time he/she leaves the employment of the Company and handed to him/her together with his/her Record of Employment as he/she leaves. If an employee leaves the employ of the Company without giving at least one week's notice in writing, he/she shall receive any pay due him/her and his/her Record of Employment on the next regular payday.

ARTICLE 21 - WAGES - (continued)

21:06

Crew Leader

A crew leader shall be defined as a person who performs work and directs the work of others. They shall not have the authority to hire, fire, suspend, or otherwise discipline other employees and he/she shall be a member of the bargaining unit.

They shall assist the supervisor and they shall convey the supervisor's instructions but not give direct orders. They shall not do time cards, assign overtime and shall not replace supervision except for emergency non-attendance of supervisor, and for Services - 3rd shift up to two consecutive working days.

Crew leaders will be expected to relieve for breaks and replace employees in case of absence, to perform the necessary work in their area.

Crew leader positions, as required by the Company, will be posted and awarded as outlined in Article 16.

21:07

Maintenance Department

The Company will delegate authority, in the absence of the shift foreman/forelady, when considered necessary, and payment will be made in accordance to Schedule "A".

ARTICLE 22 - MINIMUM RECOMPENSE

22:01

Any employee who worked the last working day previous and who has not been notified to remain away from work and who reports for work in the customary manner only to find no work available shall, at the Company's option, either be given four (4) hours of other work at his/her regular hourly rate or be paid the equivalent of four (4) hours of work, but this shall not apply if a shutdown occurs caused by **reasons beyond the control of the Company**. It is further understood that an employee who is discharged or suspended for cause shall have no claim under this section.

In the case of a lay-off the anticipated date of return will be shown on the lay-off notice. The employee is to check with the Human Resources Office on the working day preceding this anticipated date of return. If he/she is notified to return on the anticipated day and returns only to find no work available, the above four (4) hours' rule will apply. If he/she is notified that the date of return has been changed he/she is to call again on the day preceding the new anticipated date of return, and this process is to be repeated as often as necessary.

In the case of an indefinite lay-off, i.e., in excess of five (5) working days, the Company will notify the employees by registered mail at his/her address shown in the personnel files one (1) day prior to the recall date.

Note: Employees who are called in prior to their anticipated recall date and work less than four (4) hours will be entitled to four (4) hours as defined in the above.

ARTICLE 23 - BULLETIN BOARDS

23:01 A notice board shall be supplied by the Company large enough to accommodate Union notices in each department. Notices relevant to Union activities can be posted if properly signed or countersigned by a full-time salaried representative of the Union.

ARTICLE 24 - UNIFORMS AND MISCELLANEOUS

24:01 (a) The Company agrees to supply suitable work clothes for all employees and to pay for cleaning them. Employees shall be provided with a minimum of two (2) uniforms per week, however, during the months of July and August three (3) uniforms per week will be provided. The Company agrees to supply two (2) shirts and two (2) pairs of pants for Machine Shop employees. Uniforms in excess of the minimum must be requested through the employee's immediate supervisor.

(b) The Company will contribute fifty-five (55) dollars payable on September 30th every second year, to any full-time permanent warehouse person who purchases a seasonal work jacket, provided they continue to wear them and produce a receipt of purchase for same.

24:02 Truck drivers shall be provided with the following:

2 pair trousers (winter)	2 winter jackets
2 pair trousers (summer)	1 winter cap
1 jacket (summer)	1 cap (2 tops)
5 long-sleeved shirts	2 ties
5 short-sleeved shirts (summer)	1 raincoat

Note: Shirts to be laundered
by the employee.

The Company agrees to inspect all drivers' uniforms at the beginning of each calendar year and to make replacements where deemed necessary by the Company.

ARTICLE 24 - UNIFORMS AND MISCELLANEOUS - (continued)

24:03 The Company shall have the right to deduct the cost of the said drivers' uniforms or parts thereof not turned in from the balance of the employee's pay owing to him/her at the time he/she leaves the employ of the Company. The Company agrees to pay for the cost of such dry cleaning as may be necessary in the opinion of the Company to keep the employees' uniforms in presentable condition.

24:04 On day trips the Company agrees to pay a meal allowance of \$8.00 per day to drivers after ten (10) net hours on the truck. On overnight trips the Company agrees to pay a meal allowance of \$13.50 for supper, \$7.00 for breakfast and after five (5) net hours on the truck, \$8.00 for lunch.

 The Company agrees to pay up to \$55.00 for motel accommodation. Over \$55.00 for motel accommodation must be approved by the Warehouse Manager.

24:05 All full-time permanent employees in the Maintenance Department, after completion of one year's service in the Maintenance Department, shall receive one hundred fifty (150) dollars each calendar year for loss or replacement of needed hand tools subject to prior approval of the Mechanical Superintendent and upon presentation of a receipt for the purchase.

ARTICLE 24 - UNIFORMS AND MISCELLANEOUS - (continued)

24 :06

Safety Equipment

The Company will contribute up to a maximum of seventy (70) dollars each calendar year, seventy-five (75) dollars effective May 2, 1994, to any full-time permanent employee who purchases C.S.A. approved safety shoes provided they continue to wear such approved shoes and produce a receipt of purchase for them. All employees must wear shoes suitable to floor conditions and non-slip soles are mandatory. For mixers, sheeter operators, janitors, Maintenance Department employees, and drivers the Company will contribute up to a maximum of thirty (30) dollars per calendar year towards the purchase of a second pair of safety shoes.

ARTICLE 25 - WORK ASSIGNMENT & INJURY PAY

25:01

The Company will continue to assess all manpower requirements on all operations, and all employees shall perform a fair day's work. Any employee having a complaint concerning a work assignment shall, nevertheless, perform the same after which such complaint may then be presented through the procedure herein provided.

25:02

If an employee is injured on the job so that he/she cannot complete his/her shift he/she will be excused from work and paid for the balance of the shift, always provided that he/she received medical treatment for the injury and presents proof thereof.

ARTICLE 26 - LIFE INSURANCE AND WELFARE COVERAGE

26:01 Pension Plan

The Company shall continue to provide the Employees' Pension Plan in conjunction with Canada Trust that is in force as of the date of this Agreement for the benefit of and at the option of the employee.

26:02 Group Insurance

The Company shall provide each employee with \$15,000.00 Life Insurance, to be paid for by the Company.

26:03 (a) The Company will contribute seventy (70) per cent towards the cost of Weekly Indemnity for all employees excepting where the employee selected the benefits option following the date of ratification. Benefits of 66-2/3% of wages, up to the U.I.C. weekly maximum will be provided.

(b) The Long Term Disability plan is compulsory for all employees eligible for this coverage effective January 1, 1988, and thereafter, and the premium of such plan is paid by the employee.

26:04 The Company agrees to provide and administer an Extended Health Care Plan and a Weekly Indemnity Plan.

26:05 The Company will contribute seventy-five (75) per cent towards the cost of the Extended Health Care plan excepting where the employee selected the benefits option following the date of ratification. The deductible of \$25.00 will apply to both single and family subscribers.

The Extended Health Care Plan includes optical coverage; benefit of one hundred twenty (120) dollars every twenty-four (24) months with a change in prescription required. Dependent children are eligible for the reimbursement every twelve (12) months.

ARTICLE 26 - LIFE INSURANCE AND WELFARE COVERAGE

(continued)

26:06 Dental Plan

The Company will contribute seventy-five (75) per cent towards the cost of the dental plan excepting where the employee selected the benefits option following the date of ratification. Effective July 1, 1993, the plan will provide the 1992 O.D.A. fee schedule. Effective July 1, 1994, the plan will be amended to provide the 1993 O.D.A. fee schedule.

26:07 Company contributions under this section will commence after the employee has completed sixty (60) working days.

26:08 It is understood that all employees shall keep their marital status and number of dependents up to date with the Company Personnel Department.

26:09 Benefit Obligations

Benefit obligations shall cease:

- (a) the month following the month in which lay-off occurs;
- (b) six (6) months for Weekly Indemnity/L.T.D.;
- (c) for leave of absence other than above, the month in which leave commences;

26:10 For employees receiving W.C.B. benefits, provided they report their status each month to the Company, benefit obligations will continue.

NOTE : Employees who selected the benefit plan option subsequent to ratification have a different premium plan than shown above.

26:11 During the first six (6) months of any extended absence the employee's benefit plan premium obligations will be paid by the Company and the arrears recovered upon the employees return to work. If the absence exceeds six (6) months the employee is required to submit payment for their premiums by the end of each month. Failure to make payment Will result in the cancellation of those benefits. Reinstatement for benefit coverage will be subject to the normal policies of the insurance carrier.

ARTICLE 27 - SEVERANCE PAY

27:01 Any full-time employee with one (1) year of service or more whose employment is terminated by the Company as a direct result of the closing of the Plant shall receive one (1) weeks pay for each completed year of service.

27:02 A week's pay consists of the regular scheduled hours at straight time hourly rates.

27:03 Employees will not qualify for payment of severance pay if the closing results from:

(a) loss of business;

(b) acts of God, such as fire, flood, power interruption, etc.

27:04 In any event no severance pay will be payable if employment is offered elsewhere in the Company in the city in which the closing takes place. Any employee who accepts severance pay shall forfeit any seniority rights.

ARTICLE 28 - PLANT VISITATION

28:01 The Company agrees that permission for the representative of the Union responsible for the membership covered by this Agreement to enter the Company's premises will not be unreasonably withheld, on the understanding that there will be no interference with or interruption of production.

28:02 The Union agrees that neither its officers nor its members will solicit membership or collect dues on Company time, save and except new employees as they complete their probationary period. The Company will provide the Chief Steward of the Union with the names of such employees from time to time.

ARTICLE 29 - TERMINOLOGY

29:01 It is agreed that as the employees represented include both male and female employees that words such as "foreman", "foremen", "his", and "steward" shall be taken to mean and include "forelady", "foreladies", "her", and "stewardess" wherever the context requires such a change to be made to carry out the true intent and purpose of this Agreement.

29:02 All correspondence between the Company and the Union shall be between the Company and the Business Representative of the Local Union.



ARTICLE 30 - DURATION OF AGREEMENT

30:01

This Agreement shall become effective on May 2, 1993, and expire on May 6, 1995.

Within not more than ninety (90) days and not less than thirty (30) days from the date this Agreement ceases to operate either party may give notice in writing to the other party of its desire to bargain for a renewal of the Agreement. Negotiations are to start not less than fifteen (15) days from the date of notice or at any other time mutually agreed to by the parties to this Agreement.

DATED this 8th day of October, 1993.

DARE FOODS LIMITED

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

D.A. Lippert, Human Resources
Manager

Ron Piercey, Business Manager

D.F. Grischow, Director of
Manufacturing

Karl Walker

K. Petrie, Plant Manager

Harold Schummer

Mara Todic

Gary Blake

Eleanor Balhelm

Tammy Keller

Karl Thompson

Annette Turcott

Darrell Prang

Ron Cormier

SCHEDULE 'A'

DARE FOODS LIMITED
Employee's Job Classification and Wage Rates

STARTING RATES (ALL CLASSIFICATIONS)

The starting rate for all employees shall be \$2.00 below the effective classification rate. Upon the completion of 30 days worked the employee shall be paid at \$1.00 below the effective classification rate. Upon completion of 60 days worked the employee shall be paid at the effective classification rate.

PERMANENT 60-DAY

<u>classification</u>	<u>May 2/93</u>	<u>May 1/94</u>
<u>Group "A"</u>		
Oven Captain "A" (Trained to run more than one oven or qualified to run Oven #1 and Oven #4) Receiver	\$14.24	\$14.44
<u>Group "B"</u>		
Dough Mixer "A" (Mixer with 3 of 5 mixing skills jam, icing, wirecut, rotary & cracker)	\$14.24	\$14.44
<u>Group "C"</u>		
Marshmallow Depositor Oper.	\$14.18	\$14.38
<u>Group "D"</u>		
Oven Captain "B" (Trained to run at least one oven) Creamer Operator "A"	\$14.11	\$14.31

SCHEDULE 'A' (continued)

DARE FOODS LIMITED
Employee's Job Classification and Wage Rates

<u>Classification</u>	<u>PERMANENT 60-DAY RATES</u>	
	<u>May 2/93</u>	<u>May 1/94</u>
<u>Group "E"</u>		
Grinder Operator	\$14.01	\$14.21
Depositor/Enrober Operator		
Creamer Operator "B"		
Dough Mixer "B"		
Icing Mixer		
Sheeter Machine Operator		
Votator Operator		
For the purpose of overtime allocation and rate of pay, Icing Operator - Pop Tart Line (not classified) will fall into the Group "E" category.		
<u>Group "F"</u>		
Packaging Machine Operator "A" (Sig, FMC, Doboy-similar equipment or replacement thereof)	\$13.89	\$14.09
<u>Group "G"</u>		
Dough Feeder	\$13.83	\$14.03
Janitor		
Receiving Labour		
Small Ingredients		
<u>Group "H"</u>		
Service (Display Functions) and General Labour Finished Goods Movement	\$13.69	\$13.89

SCHEDULE 'A' (continued)

DARE FOODS LIMITED
Employee's Job Classification and Wage RatesPERMANENT BO-DAY RATES

<u>classification</u>	<u>May 2/93</u>	<u>May 1/94</u>
<u>Group "I"</u>		
Sample Room	\$14.24	\$14.44
<u>Group "J"</u>		
Carton Stacker	\$13.58	\$13.78
<u>Group "K"</u>		
Packaging Machine Operator "B" (Triangle, Rovema, Triangle/ Langen - similar equipment or replacement thereof)	\$13.83	\$14.03
<u>Group "L-1"</u>		
Tower Operator	\$13.63	\$13.83
<u>Group "L-2"</u>		
Case Packer Operator Stitcher Operator Langen Oper. Pop Tart Line Mallow/Packing Belt Flo-Thru Wrapper Operator (similar equipment or replacement thereof)	\$13.41	\$13.61
<u>Group "M"</u>		
Packer	\$13.83	\$14.03

SCHEDULE 'A' (continued)

DARE FOODS LIMITED
Employee's Job Classification and Wage Rates

<u>RATES</u>	<u>PERMANENT</u> <u>60-DAY</u>	
	<u>Classification</u>	<u>May 2/93</u>
<u>Group "N"</u>		
<u>Maintenance Department</u>		
Electro Technician Grade I	\$19. 6	\$20.1
Fitter-Welder/Mechanic	\$18.66	\$18.86
Machinist/Mechanic		
Electrician/Mechanic		
Mechanic Grade I	\$18.49	\$18.69
Mechanic Grade II	\$17.83	\$18.03
Mechanic Grade III	\$17.18	\$17.38
Dare Apprentice Mechanic		
First Year	\$15.25	\$15.45
Second Year	\$16.44	\$16.64
Maintenance Utility	\$14.47	\$14.67

When work normally performed within a maintenance classification is not available or when work required outside a person's maintenance classification is given a higher priority by the Company, the Company may assign duties as required.

The opportunity for overtime work within the Maintenance Department will be equalized as per 11:07.

A Dare Apprentice Mechanic shall complete a two-year worked training period. After successful completion of this training period, upgrading to Mechanic Grade III will apply. Further progression shall be by the agreed training programme.

Any Maintenance Department employee in the Dare Kitchener Maintenance Department who has or acquires an Ontario Millwright certificate or Ontario Industrial Maintenance Certificate shall receive the trade rate of pay upon production of said certificate. Leave of absence to take such courses and contribution to tuition fees will be agreed between the Company and the Union.

SCHEDULE 'A' (continued)

DARE FOODS LIMITED (BISCUIT DIVISION)
Employee's Job Classification and Wage Rates

PERMANENT 60-DAY RATES

<u>Classification</u>	<u>May 2/93</u>	<u>May 1/94</u>
<u>Group "Q" - Warehouse</u>		
Warehouse	\$14.01	\$14.21
Lift Truck	\$14.01	\$14.21
Truck Driver	\$15.57	\$15.77
Tractor	\$15.76	\$15.96
<u>Group "P" - Crew Leaders</u>		
Maintenance	\$19.02	\$19.22
Baking	\$14.59	\$14.79
Receiving	\$14.59	\$14.79
Packaging	\$14.46	\$14.66
Warehouse	\$14.36	\$14.56
services	\$14.18	\$14.38
Processing Utility	\$14.18	\$14.38
On-Line Packer	\$13.83	\$14.03

All classifications and rates subject to Article 15:06 (a).

When work within a classification is not required, other duties will be assigned.

Note: Where new employees have previous experience they can be paid the 30-day rate any time after being hired, for the first sixty (60) working days.

The 30-day rates to be paid no later than upon completion of thirty (30) working days.

APPENDIX "A"

Special Weekend Shift Conditions

1. Minimum two weeks notice of starting or ending shift.
2. (a) Hours of Work 2 x 12 hour shifts Saturday and Sunday
- (b) Breaks - 3 x 15 mins, or 1 x 30 min. L 1 x 15 min.
- (c) Shifts to rotate weekly
- (d) Shift would run minimum of 16 weeks
3. Pay
 - (a) 18 hours pay per 12 hour shift worked
 - (b) i.e. 36 hours per weekend
 - (c) Based on each classification base rate
 - (d) Shift premium for second 12 hour shift to be as second shift premium in contract and paid on hours paid. First 12 hour shift would have no premium.
4. Selection & Replacement of Employees

When replacements are required, either permanent or temporary, the opportunity will be posted in Accordance with Article 16.
5. Vacation & Vacation Pay
 - (a) One weekend - 24 hours to equal one weeks' vacation
 - (b) Calculation¹ of weeks' pay or percentage as in Article 13:00
 - (c) Other vacation details to be consistent with Article 13:00.

6. Stat Holidays

- (a) A weekend not worked is the equivalent to **four** stat holidays and four hours pay at the regular rate. This will only apply when Company and Union have agreed on the taking of such Stat Holidays.
- (b) Remaining Stat Holidays not taken (as agreed by Company and Union) will be paid eight hours at the regular rate in the employees' classification.

7. Benefits

- (a) Unless otherwise detailed here, similar to Article **26:00**.
- (b) L.T.D. - No change
- (c) W.I. - The waiting period shall be two **(2)** full shifts.
- (d) Other waiting periods in contract shall be calculated using 1-1/2 days per weekend shift.

8. Union Representation

- (a) While shift is in operation the Union may appoint one steward to represent the total weekend workforce and will advise the Company in writing the steward's name or any change.

9. Jury Duty

If pay is lost due to Jury Duty the Company will make up lost pay as outlined in the Collective Agreement.

10. Bereavement

Change 18:01 (a) from five days to "two x 12 hour weekend shifts",
Change 18:01 (b) from three days to "one x 12 hour weekend shifts" and six hour pay at regular rate.
Change one day to "eight hours' pay at regular rate".

11. Overtime

Will be offered to weekend shift employees under similar procedure as all other employees except that no weekend employee may work overtime within an eight hour period before or after his scheduled weekend shift.

12. Minimum Recompense

Article 22:01 - Change five working days to two x 12 hour weekend shifts.

13. Training Periods

For purposes of calculating the above period, a weekend shift of two x 12 hours shall be calculated as three working days.

14. For the purposes of calculation, probationary period shall be calculated as 30 weekend days worked.

15. Either party may request a meeting (within a five working day period) to discuss items arising, that are not clarified above.



Dare Foods Limited



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LETTER OF UNDERSTANDING BETWEEN
DARE FOODS LIMITED
AND
BAKERY, CONFECTIONERY AND TOBACCO WORKERS'
INTERNATIONAL UNION - LOCAL 264

Letter No. 1

Plant Shutdowns

Summer Shutdown

1993 - July 18 - August 2, including August Stat
Weekend Shift: July 23, 24, 25, 30, 31 and August 1.

1994 - July 17 - August 1, including August Stat
Weekend Shift: July 22, 23, 24, 29, 30, 31.

Christmas Shutdown

1993 - December 23 - January 2

1994 - December 23 - January 1

The above schedule does not imply any payment for above shutdowns other than an employer's obligation under the contract.

The above schedule does not include maintenance, drivers, warehouse, janitorial and receiving departments.

D.A. Lippert

R. Piercey

Date



Dare Foods Limited



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Letter No. 2

Article 11:09 (a) - Truck Drivers

It is agreed by the Company and the Union that payment of double time referred to in Clause 11:09 (a) shall be paid to truck drivers providing that the driver calls in a sufficient length of time with justifiable cause for any delay and obtains permission from the warehouse supervisor to continue with his run if it would require that he work more than one (1) hour at double time.

Truck Drivers - Saturday overtime

It is agreed by the Company and the Union that in the event a truck driver is required to work Saturday, this overtime will be awarded first to the driver who normally does the run on which the overtime is scheduled.

D.A. Lippert

R. Piercey

Date



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Letter No. 3

Article 11 - Overtime

It is agreed by the Company and the Union for the Maintenance Department only, available overtime hours declined shall be recorded as overtime worked.

This shall be effective date of ratification.

D.A. Lippert

R. Piercey

Date



Dare Foods Limited



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INTERNATIONAL UNION - LOCAL 264

Letter No. 4

Maintenance Department Vacation Schedule

For the purpose of vacation selection for the Maintenance Department only, during the two (2) shutdown weeks and the slowdown period, the Company agrees to allow vacation for three (3) Shop Pool Mechanics, three (3) Line/Production Mechanics, one (1) Trade Classification and one (1) Maintenance Utility Classification (total eight (8)) selected by seniority in these groupings.

For the remainder of vacation, the Company will allow two (2) Shop Pool Mechanics, two (2) Line/Production Mechanics, one (1) Trade Classification or one (1) Maintenance Utility Classification (total five (5)) in any week.

All apprentices will fall into the grouping of their apprenticeship.

All selections above will be by seniority within the above groupings.

J.A. Lippert

R. Piercey

Date



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INTERNATIONAL UNION - LOCAL 264

Letter No. 4

Maintenance Department Vacation Schedule

For the purpose of vacation selection for the Maintenance Department only, during the two (2) shutdown weeks and the slowdown period, the Company agrees to allow vacation for three (3) Shop Pool Mechanics, three (3) Line/Production Mechanics, one (1) Trade Classification and one (1) Maintenance Utility Classification (total eight (8)) selected by seniority in these groupings.

For the remainder of vacation, the Company Will allow two (2) Shop Pool Mechanics, two (2) Line/Production Mechanics, one (1) Trade Classification or one (1) Maintenance Utility Classification (total Five (5)) in any week.

All apprentices will fall into the grouping of their apprenticeship.

All selections above will be by seniority within the above groupings.

O.A. Lippert

R. Piercey

Date



Dare Foods Limited



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BAKERY, CONFECTIONERY AND TOBACCO WORKERS'
INTERNATIONAL UNION - LOCAL 264

Letter No. 5

During negotiations to renew the collective agreement we agreed to amend the language which defined the statutory holiday introduced in 1992.

The Company confirms that the agreement to amend the language will not result in any reduction in the benefit provided to any employee as a result of this change.

D.A. Lippert

R. Piercey

Date



Dare Foods Limited



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LETTER OF UNDERSTANDING BETWEEN
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INTERNATIONAL UNION - LOCAL 264

Letter No. 6

Distribution employees with seniority as of the second Monday in February will be provided with a day in lieu of the second Monday in February. The day will be selected, in order of seniority and provided that sufficient employees possessing the required qualifications remain available, in the following manner:

Drivers: A maximum of two (2) to be off at any one time,

Warehouse Employees: A maximum of four (4) to be off at any one time.

Dates: 1994 February 7, 11, 14, 18, 21, 25, March 7

~~1995~~ February 6, 10, 13, 17, 20, 24, 27

The scheduling of the dates *for* each employee will take place after the vacation scheduling.

D.A. Lippert

R. Piercey

late



Dare Foods Limited



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LETTER OF UNDERSTANDING BETWEEN
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INTERNATIONAL UNION - LOCAL 264

Letter NO. 7

This letter will confirm our discussions at negotiations that the Company has committed to providing the bargaining unit employees with direct deposit of wages and to pay the employees vacation pay at the time of the scheduled vacation.

It is our intent to introduce these changes no later than the end of January 1994.

D.A. Lippert

R. Piercay

Date



Dare Foods Limited



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INTERNATIONAL UNION • LOCAL 264

Letter NO. 8

At negotiations the parties reviewed the obligations we share to provide modified work to employees injured as the result of their employment with the Company. The parties agree to establish a joint committee to administer a modified work procedure.

The parties have agreed to the following principles:

1. Modified work assignments are not subject to the job posting procedure.
2. Such assignments are temporary and should not, under normal circumstances, exceed three (3) months.
3. Only employees who have been confirmed by a physician as being rehabilitative will be assigned to a modified work position.
4. The sole intent of the procedure is to return the employee to their job as quickly as possible.
5. Employees with seniority and who are capable of performing a vacant job which has been posted will be required to take the vacant position if they have been diagnosed as having a permanent disability or a condition that will prevent them from returning to their own job within a reasonable period of time.

Nothing in this agreement will compromise the responsibilities that the Union and the Company have under the governing applicable legislation.

A. Lippert

R. Piercey

Date