

**WESTON BAKERIES LIMITED**

SOURCE	Co.
EFF.	97 05 09
TERM.	99 05 09
No. OF EMPLOYEES	110
NOMBRE D'EMPLOYÉS	JF

EFFECTIVE SEPTEMBER 9, 1996

EXPIRES 9 MAY 1999

**COLLECTIVE AGREEMENT**

**BETWEEN:**

WESTON **BAKERIES** LIMITED, Orillia, Ontario,  
herein after called "the Company"

Of the First Part

and

RETAIL, WHOLESALE CANADA, A CANADIAN SERVICE SECTOR DIVISION  
of UNITED STEELWORKERS OF AMERICA, LOCAL 461.

Of the second Part

**Article 1 RECOGNITION:**

1.01 The Company recognizes the Union as the sole collective bargaining agent for all plant employees of the Company in Orillia, Ontario, save and except office staff, sales staff, supervisor and those above the rank of supervisor, and persons regularly employed for not more than twenty-four (24) hours per week.

**Article 2 RELATIONSHIP:**

2.01 There will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because of his membership in the Union, or connection with the Union, and membership in the Union, by employees who are eligible to join, will not be discouraged.

2.02 There will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by the Union, or by any of its members or representatives. There will be no solicitation for membership or other Union activity on the premises of the Company during an employee's working hours.

2.03 It is the intention of the parties with this agreement to maintain satisfactory relations between the Company and its employees, to set out the general working conditions and to provide a means for the prompt disposition of complaints or grievances while promoting harmonious relations between the Company, the employees and the Union. Grievances under this article must be accompanied by an explanation and a reference to another article in the collective agreement.

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**Article 3 CHECK-OFF OF UNION DUES:**

3.01 Employees shall, on being hired, be required to sign authorization to deduct the Union initiation fee and monthly dues from their pay. Union dues will begin to be deducted upon completion of thirty (30) days of work.

The Company will make such deductions from earnings on a weekly basis and remit them monthly to a designated official of the Union.

**Article 4 NO STRIKES OR LOCK-OUTS:**

4.01 The Company will not cause or direct any lock-out of its employees. The Union will not excuse or direct any strike or other collective action which will stop or interfere with service or impair efficiency of operations. If such collective action should be taken, it will instruct the employees to return to work and perform their duties in the usual manner.

**Article 5 RESERVATION OF MANAGEMENT RIGHTS:**

5.01 Except where abridged by the terms of this Agreement, the management of the Company's operations and the selection and direction of employees shall continue to be vested with the Company.

**Article 6 UNION AND STEWARDS:**

6.01 The Union shall have the right to appoint or otherwise select a Committee of not more than four (4) employees. Union committee for negotiations will not exceed five (5).

6.02 The Union shall have the right to appoint or otherwise select a reasonable number of employees of the Company to act as stewards to assist employees in presenting their grievances to representatives of the Company.

6.03 Employees shall not be eligible to act as stewards or members of the Union Committee until after they have completed the probationary period.

6.04 The Union recognizes that stewards, members of the Union Committee and the other Union officers, have regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor. When resuming their regular duties, they will report to their supervisor, with respect to their absence. The Company will pay the members of the negotiating committee at their straight time hourly rate for time spent during the employees regular scheduled work hours for the purposes of negotiating the renewal of the collective agreement up to but not including conciliation and mediation. In addition the company and union agree to split all room costs as a result of negotiations on a 50 - 50% cost sharing basis.

## **Article 7 COMPLAINTS AND GRIEVANCES:**

- 7.01 If an employee has a complaint he wishes to bring to the attention of the Company, the matter will be taken up with the employee's immediate supervisor. The employee may do this with or without his steward or may request the steward to do it for him. The supervisor will give his reply within twenty-four (24) hours to the person who presented the complaint to him.
- 7.02 If the reply of the supervisor is not satisfactory to the employee concerned, the complaint may be stated in writing on grievance forms and submitted, within three (3) working days following the reply of the supervisor, to the Department Head.
- 7.03 If the reply of the Department Head is not satisfactory to the employee concerned, the grievance shall be submitted, within three (3) working days following the reply of the Department Head, to the Production Manager,
- 7.04 Within five (5) working days following receipt of a written grievance the Production Manager and/or such other persons as maybe designated by the Company, will meet with the Union Committee to discuss the grievance. The Production Manager, or his designate, will give his reply in writing within five (5) working days after the meeting has been held. At this stage, a full-time officer of the Union may be present, if his presence is requested by either party.
- 7.05 If the reply of the Production Manager is not satisfactory, the Union Committee may, within ten (10) working days following receipt of the said reply, refer the grievance to arbitration.
- 7.06 Any of the time allowances provided in this article may be extended by mutual agreement between the Company and the Union Committee.
- 7.07 The Company may refuse to consider any complaint or grievance where the circumstances surrounding such occurred more than five (5) working days before the complaint or grievance was brought to the attention of the Company.
- 7.08 Any disciplinary notice placed against an employee will be removed from his file after eighteen months from the date of issue, provided no further incidents of a similar or related nature has occurred during that period. (Note: This will exclude the present system on lateness.)
- 7.09 It is understood that the Union may file a Policy Grievance on the administration of the Collective Agreement where the incident giving rise to the grievance is not more than fifteen (15) working days. Policy Grievances will commence at stage three (3) of the grievance procedure.

## **Article 8 ARBITRATION:**

- 8.01 Any arbitration proceedings under the terms and conditions of this Collective Agreement shall be in accordance with the Ontario Labour Relations Act.

8.02 Each party shall bear the expense of its own nominee and equally bear the expense of the Chairman of the Arbitration Board.

**Article 9 DISCHARGE:**

9.01 A claim by an employee who has completed the probationary period that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Production Manager within three (3) days after the employee ceases to work for the Company.

9.02 Such special grievance may be settled by confirming the Company's action in dismissing the employee or by reinstating the employee with full compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.03 When an employee has been dismissed without notice, he shall have the right to interview his steward for a reasonable period of time before leaving the plant premises.

9.04 Any suspensions or dismissals will be confirmed in writing by the Company and a copy given to the Chief Steward.

**Article 10 MANAGEMENT GRIEVANCE:**

10.01 If the Company has a complaint against the Union or any of its representatives, it will make such complaint in writing, which will be considered as a grievance commencing at the Production Manager's stage.

**Article 11 SENIORITY:**

11.01 An employee will be considered on probation and will not be placed on a seniority list until after he has completed forty-five (45) days of work for the Company.

11.02 Seniority lists based upon the date on which regular and part-time employees commenced to work for the Company shall be established for each department and posted in April and October of each year.

A copy will be given to the Chief Steward.

Seasonal employees or part-time who are offered full time/continuous employment will commence their probationary period cited in 11.01 above commencing from the date of offer of full time employment. At the completion of their probationary period, their seniority will reflect time served.

11.03 In cases of promotion, demotion or transfer of employees, the reliability, skill, ability and physical fitness of the employee to perform the work shall be governing factors, and where these are relatively equal, seniority shall govern.

11.04 (a) Where it is necessary generally to reduce the working force of the employees, seniority will be the guiding factor so long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is

available. A training period of five (5) days will be provided which may be extended by mutual agreement.

(b) When it is necessary to reduce the work force or an employees position is eliminated, the employee may:

- (1) (i) bump any less senior employee in a job they are able to perform with up to 5 (five) days training. (Training may be extended by mutual agreement); or
- (ii) if an employee is unsuccessful in qualifying to do the job they have bumped into, the said employee can bump any less senior employee in a job they can perform without training; or
- (iii) any individual who is bumped can bump any less senior employee in a job they can do without training,

(2) Choose any open position subject to seniority.

11.05 Members of the Union Committee and Stewards will be retained by the Company in the event of a lay-off affecting their department, so long as there is work available in their respective departments which they are qualified and willing to do, not with standing their position on the seniority list.

Temporary work assignments will be filled by recalling laid **off** employees. Such temporary recalls will be made by contacting the most senior employee available who is qualified to perform the work without training. Full time employees on layoff who are available for work will be offered work before part-time employees are used.

11.06 Employees who are laid off will be retained on the Company's seniority list for twelve (12) months if their Company service is less than five (5) years and eighteen months if their service is five (5) or more years, but unless they signify their willingness to return to work within two (2) days after being requested to do so, and report to work within ten (10) days thereafter, they will forfeit their claim to re-employment by the Company.

11.07 In the event an employee with more than five (5) years of service is subject to lay-off after exercising displacement rights under the provisions of this Article, and junior employees will be retained, such employee will be eligible for a retraining assignment. The Company will discuss with the Union and the employee an appropriate training assignment from among the junior employees to be retrained. Such assignment will be a ten (10) day training period, on mutual agreement with the Union. At the end of the assignment period, the Company will be the soie determiner as to whether the employee is sufficiently qualified to continue in that position.

Any of the above provisions will not allow an employee to be retrained or to bump into the Maintenance or Transport Department, unless qualified, as determined by the Company, at the time of transfer under this provision.

11.08 An employee promoted to a supervisory position may be returned to the bargaining unit by the Company with full accumulated seniority and may exercise the same rights as though he had remained in the bargaining unit, provided he returns to the bargaining unit within twelve (12) months following his promotion. If returned after a period in excess of twelve (12) months, he shall be credited with his former bargaining unit seniority

(time served), however, he shall not be able to exercise his seniority for job bidding or vacation selection for a period of one year from his return to the bargaining unit.

## **Article 12 LEAVE OF ABSENCE:**

### 12.01 Authorized Leave Without Pay:

The Company may grant leave of absence to any employee in writing for legitimate personal reasons. Any person who is absent with such written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during his absence.

Requests for leave of absence shall be made in writing. A copy of letters granting a leave of absence, with conditions outlined, or refusing a request, will be sent to the Union office.

Leave of absence to attend Union conventions, courses and conferences will be granted without pay and without loss of seniority provided that notice of at least one (1) week is given to the Company and provided that not more than two (2) employees are absent for such purpose at any one time.

### 12.02 Bereavement:

Any employee will be granted up to five (5) days leave of absence with pay in the event of the death of his father, mother, step-parents, sister, brother, spouse, father-in-law, mother-in-law or child to make arrangements for and attend the funeral. Only that portion of the five days which would otherwise have been working days will be paid. In the case of death of an employee's brother-in-law, sister-in-law, grandparent, or grandchild three (3) days off without loss of pay will be allowed to attend the funeral. At the discretion of the Company, the five (5) or three (3) days payment may include the day immediately following the day of the funeral where travel, distance or similar considerations are involved.

### 12.03 Jury Duty and Crown Witness:

An employee who is called for jury duty will be paid the difference between the regular rate of pay and the amount he is paid for jury duty. An employee subpoenaed as a witness for the Crown shall suffer no loss of regular earnings as a result of such action.

### 12.04 Injuries at Work:

Employees who are injured while performing the normal requirements of their job shall be paid a full day's pay for the day of said injury.

### 12.05 Pregnancy Leave:

An employee will be granted a leave of absence because of pregnancy according to the provisions of the current Employment Standards Act.

## **Article 13 BULLETIN BOARDS:**

13.01 The Company will provide bulletin boards in convenient locations throughout the plants for the Union to post notices of its activity. All such notices must be signed by the

proper officer of the local Union and be submitted to the Production Manager, or his authorized representative, for approval before posting.

**Article 14 SUPERVISORS:**

- 14.01 Supervisors and other persons outside the bargaining unit shall not normally perform work of the bargaining unit except:
- a) to perform experimental or development work;
  - b) to instruct or train new employees;
  - c) to replace an employee who **is** late or absent from his place of work;
  - d) in case of emergency.

**Article 15 SAFETY:**

- 15.01 The Union and the Company will cooperate in developing and maintaining the high standards of safety with the objective of reducing and, where possible, eliminating the causes of industrial accidents.
- 15.02 To this end, a Safety Committee consisting of Union and Management representatives will meet at regular intervals of not less than once each Calendar quarter.
- 15.03 Recommendations of the Safety Committee will be made to the Production Manager who will study them and reply in writing prior to the next scheduled safety meeting.

**Article 16 MISCELLANEOUS:**

- 16.01 Whenever the male gender is used in this agreement, the terms shall apply in equal measure to all employees, whether male or female.
- 16.02 An employee who purchases safety shoes or boots for use on the job will be reimbursed by the Company a lump sum payment of Eighty-five dollars (\$85.00) annually, payable in the first pay in May effective May 1997. Foot protection is mandatory for all employees. The Joint Health and Safety Committee will review claims for a second pair of footwear and determine if payment is appropriate.

Joint Safety Committee to review and recommend type of foot protection to be appropriate.

**Article 17 SCHEDULES:**

- 17.01 Attached hereto and forming part of this Agreement are the following Schedules:

Schedule "A" - Hours of work, holidays, overtime and other Working Conditions

Schedule "B" - Job Classification and Wage Rates

Schedule "C" - Vacations

Schedule "D" - Employee Benefits



Schedule "E" - Transport Drivers

**Article 18 SEVERANCEPAY:**

18.01 In the event of the permanent closure of the plant, permanent full-time employees whose employment is terminated will be paid severance pay of twenty-five (25) hours at the employee's current rate of pay for each full completed year of continuous service with the Company, commencing with the second (2nd) year. Employees with five (5) or more years of continuous service will receive one weeks pay per year of service.

No severance pay will be paid to employees who are offered a transfer to other employment that may be provided by the Company within the radius of **fifty** (50) miles.

In the event of government regulations being introduced to provide that an employer shall pay severance pay to employees, a terminating employee will be paid severance pay either in scale above, whichever is the greater amount.

**Article 19 TERMINATION OR MODIFICATION:**

19.01 This agreement, which supersedes all previous Agreements, shall continue in effect until the 9th day of May, 1999, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating this Agreement, then it shall continue in effect until the 9th day of May, 2000, and so on from year to year thereafter.

19.02 Notice that amendments are required, or that either party intends to terminate the Agreement may be given only during a period of not more than ninety (90), nor less than thirty (**30**) days prior to May 9, 1999, or any succeeding anniversary date.

19.03 The parties will meet for the purpose of conducting negotiations within twenty (20) days after the giving of such notice.

SIGNED AT ORILLIA, ONTARIO, THIS 11th day of April, 1997

FOR THE COMPANY

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FOR THE UNION

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**SCHEDULE "A"**  
**HOURS OF WORK, ETC.**  
**FOR PLANT EMPLOYEES**

**A-1** **PROVISIONAL GUARANTEE:**

Each regular full time employee who has completed fifty-two (52) weeks of continuous employment with the Company will be given the opportunity to earn each week no less than the equivalent of forty (40) **hours** pay at his or her straight time rate. To qualify for this guarantee, the employee shall be required to report for work at his or her scheduled starting time each working day, and to perform whatever work the Company has available and assigns to him or her. This provision will not apply in the event that fire, flood, strike, mechanical breakdown or other circumstances beyond the control of the Company prevent the Company from continuing its operations.

In the event an additional shift is required for production (e.g. low run, multi products or varying amounts) and such production is insufficient to consistently provide a full week's work, it may be designated as the "additional shift". Such designation will indicate that employees assigned to that shift will enjoy all provisions and benefits of this agreement save the provisional guarantee of forty (40) hours specified above, which will be scaled down to a thirty (**30**) hour guarantee. (Should a senior employee be assigned in order that qualified employees are available for such shift, such employee would retain his weekly guarantee subject to his seniority entitlement.)

Regular employees may elect to be assigned to this shift, however, such election must be understood to be conditional on the thirty (**30**) hour guarantee and the employee may not elect to be transferred from that shift until either the shift is discontinued and he exercises any displacement rights or, he qualifies under A-3 (job posting).

Nothing in this Schedule shall be interpreted in such a manner as to prevent the Company from laying off employees, provided that those employees who qualify for the provisional guarantee shall not be subject to lay-off of a duration of less than one week.

This article (Article **A-1**) does not pertain to scheduled shutdowns.

**A-2** **WORK WEEK:**

a)The regular weekly hours shall be forty (40).

b)The regular weekly hours shall be worked in any five (**5**) days of the week.

c)The daily hours, starting and quitting times, and the time of rest periods and lunch periods will be determined by the Company in accordance with production requirements. Any full time regular employee reporting for work at his or her scheduled starting time on any shift will be given the opportunity to earn no less than **six (6)** hours' pay for that shift.

Employees will be notified as far in advance as possible of any general change in shift starting times. In the event a shift starting time is advanced on short notice and the

employee was not notified of such change, he or she shall be given the opportunity to work the equivalent number of hours scheduled for that shift. When it is necessary to change a shift starting time without twenty-four (24) hours advance notice the reasons for such change will be given to the employees affected and to the appropriate Union Steward.

Shift schedules will be posted each Wednesday at noon for the following week.

d)The lunch period will be one-half (1/2) hour without pay each day. The lunch period will not occur for an employee before he has worked three (3) hours and will occur before he has worked five (5).

e)Rest periods of ten (10) minutes duration will be provided in the morning and afternoon of each regular work day. When a nine (9) hour production day is requested an additional paid rest period of fifteen (15) minutes will be scheduled in sequence of operations commencing after eight (8) hours have been worked.

f)In the event the Company fails to schedule an employee's lunch or rest period in accordance with sub-sections (d) and (e), above, the Company will pay the employee concerned one-half (1/2) hour at his or her regular rate of pay. This obligation on the part of the Company will not apply if the sequence of lunch and/or rest periods is disrupted, due to the unscheduled absence of another employee assigned to the shift, or to the failure of another employee to return from his or her lunch or rest period in time.

g)All training hours that can not be completed during the regularly scheduled work week will be provided to employees on a voluntary basis and will be paid at the regular straight time rate.

A-3 JOB VACANCIES:

a) Job vacancies including those in General help "A", shall be posted on plant bulletin boards for not less than four (4) working days. Employees may apply for vacant jobs to the appropriate department supervisor. Such applications will be considered and will be granted or refused on the basis stated in paragraph 3 of Article 11 of this Agreement. If the most senior applicant is not given the posted vacancy he or she will be told the reason(s) within a period of three (3) working days following the selection. The Chief Steward will receive a copy of all posted job vacancies.

b)The successful applicant shall be given the job rate provided he or she adequately performs all the duties of the position. Should the applicant not meet the above he or she shall return to his or her previous position. The successful applicant shall be given a trial period of up to five (5) working days which may be extended by mutual agreement.

c)An employee who is transferred as a result of the job posting provision shall not be eligible to apply for another posted vacancy for a period of six (6) months. This does not apply to Company initiated transfers.

d)If, after up to a three week period, a position's scheduled day off remains changed or a position's shift start time has remained changed by greater than four (4) hours then the

Company will post these positions. This clause does not apply to maintenance employees.

**A-4** OVERTIME PROVISIONS:

a)The Company may require employees to perform overtime work in excess of their regularly assigned hours. However, employees will not be required to work more than eleven (11) hours. Maintenance employees will be exempt from this limitation.

b)An employee shall not be forced to **take** time off for overtime worked.

c)Overtime at the rate of time and one-half (1 1/2) will be paid for all time worked in excess of eight (**8**) hours daily. Overtime **shall** be on the above daily basis or after forty (**40**) hours of work in a week, but not both, In a week in which a Paid Holiday occurs, weekly overtime shall be paid for time worked in excess of thirty-two (32) hours. In a week in which a double holiday is observed, weekly overtime shall be paid for time worked in excess of twenty-four (**24**) hours,

d)An employee will be paid overtime if required to work on his day off, provided he completes his regular work week.

At the Company's discretion overtime at the appropriate rate will be offered to employees in the following sequence:

1. work offered to the person on the job.
2. work offered to other qualified employees in the plant in order of seniority.
3. work offered to other qualified employees not in the plant in order of seniority.

e)Meal Allowance: Employees who work ten hours or more in a day will be paid a meal allowance of six (**\$6.00**) dollars. Employees who work more than eleven (11) hours in a day for which they were scheduled on a ten (10) hour shift, will be paid a meal allowance of six dollars (\$6.00).

**A-5** CALL-IN PAY:

If any employee is required to return to work after finishing his shift and leaving the Company premises, the employee shall be paid at least an amount equivalent to four (**4**) hours pay at the employee's regular hourly rate.

**A-6** HOLIDAYS:

a)The following days will be recognized as holidays regardless of the day on which they fall.

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

b)Subject to the discretion and control of the Company, the above holidays will be celebrated either on the day they occur, or during the week of the holiday.

c)Employees will be paid for the above holidays or the days celebrated in lieu thereof, provided:

- 1.They have completed thirty (30) days of work for the Company.
- 2.They have worked the required shifts immediately preceding and following the holiday or the day celebrated in the lieu thereof.

Except:

- a)Death in his or her immediate family.
- b)Being granted written permission by the Supervisor to be absent on either or both of the said shifts.
- c)Lay off on either or both of the said shifts only.
- d)Where a verified personal illness for not more than five (5) days affects either or both of the qualifying days.
- e)Pay for the holidays will be at an employee's regular hourly rate of pay multiplied by eight (8) hours or ten (10) hours for those who regularly work a four (4) day ten, (10) hour per day work week.
- f)The Company will endeavour to accommodate all employee requests for days off whenever possible.
- g)Employees required to work on the day publicly celebrated as the holiday for those days listed in (A-6 a) above, will be paid at the rate of time and one-half (1 1/2) for such work. There shall be no pyramiding of hours paid at time and one-half (1 1/2) i.e. no interpretation of this Article in conjunction with A-4, overtime provisions, shall require the Company to pay the time and one-half (1 1/2) rate more than once for any hour or hours worked in a week.
- h) "Floater" Holiday:  
Each full time regular employee shall be entitled to a "floater" paid holiday each year, and such holiday to be scheduled by mutual agreement between individual employees and the Company. The supervisor will keep a record of this day for future reference.

As of December 31st of each year, the unused days in the first paragraph will either be taken in January, February or March, or be paid.

**A-7** UNIFORMS:

- a) "Inside plant employees who are employed on a regular full time basis will be supplied at Company expense clean sets of uniforms for wear in the plant during their working hours.

## SCHEDULE "B"

### JOB CLASSIFICATIONS AND WAGE RATES

B-1 a) The Company will classify employees and will pay the appropriate hourly rates as set out below.

	<u>May 9</u> <u>1995</u>	<u>May 9</u> <u>1997</u>	<u>May 9</u> <u>1998</u>
Dough Mixer	\$15.43	\$15.58	\$15.78
Wrapping Machine Operator	15.41	15.56	15.76
Oven Operator	15.27	15.42	15.62
Divider and Moulder	15.23	15.38	15.58
Relief	15.23	15.38	15.58
Pan Greaser	14.93	15.08	15.28
Shipper	15.23	15.38	15.58
Receiver	15.23	15.38	15.58
Sanitation	14.80	14.95	15.15
General Help	14.70	14.85	15.05
Maintenance Electrician	18.50	18.65	18.85
Maintenance Mechanic	16.08	16.23	16.43
Building Maintenance	15.13	15.28	15.48

b) The minimum and hiring rates for the above classifications will be 80% of the full time rates shown above for the first twelve (12) months of employment in the classification they are working in. The rate will be increased to 90% of the above for the second twelve (12) months of employment and the full rate of classification they are working in, starting the third year of employment. Part-time employees with two or more years of service will be credited with the hours worked in determining where they start in the progression when offered full time work.

c) In the event new classifications are introduced or classifications are combined, the Company will immediately notify the Union, and these positions will be posted.

d) Lead Hand: An employee designated as, and assuming the responsibility of, Lead Hand will be paid one dollar (\$1.00) an hour over and above his or her regular earning while so employed. The Lead Hand will not have responsibility for the issuing of discipline.

e) Eligible Maintenance employees will be reimbursed to a maximum of two hundred dollars (\$200.00) annually lump sum payment, payable in the first pay in May effective May 1997, for replacement or repair of personally owned tools broken or damaged in use when performing work for the Company. Sanitation tools are supplied by the Company.

B-2 RATES OF PAY WHEN EMPLOYEES ARE TRANSFERRED FROM ONE JOB TO ANOTHER:

a)An employee who is temporarily transferred to a higher rated job for the convenience of the Company in order to meet production requirements shall be paid the higher job rate provided he works more than one (1) continuous hour on the higher rated job, and further provided he is qualified to perform the job. The rate of the job will be paid for the hours worked in that job.

b)An employee who is temporarily transferred to a lower category shall retain his regular rate of pay.

c)An employee who is transferred at own request or who accepts transfer rather than be laid off shall be paid the rate of the job to which transferred.

B-3 NIGHT PREMIUM:

A premium of seventy-five (75)cents per hour shall be paid to inside employees, i.e., in production and related classifications, for each hour worked between 9p.m. and 6a.m. This premium is not to be used in calculation of overtime rates.

B-4 PART-TIME EMPLOYEES:

Employees who normally work less than 40 hours a week shall be considered part-time. effective May 9, 1995 shall increase to \$10.50 per hour. Part time luber and transport drivers will be paid \$1.25 more than the above. Part time employees will normally work no more than 24 hours per week, which may be exceeded during weeks surrounding holiday weeks and during the summer season or to fill in for full time employee who is absent due to vacation, accident, illness, leave of absence or when full time employee declines overtime. Part time employees shall not be used to the extent that they cause the layoff of a full time employee, prevent the hiring of a full tume employee, prevent to recall of a full time employee on layoff or cause a reduction in regular hours for a full time employee.

1. a)Receive 1 1/2 their hourly rate for hours worked in excess of 40 in a week.

b)The following will be recognized as holidays regardless of the day on which they fall:

New Years Day	Dominion Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day

c)Part-time employees will receive holiday pay based on the requirements of the Employment Standards Act.

2. Receive first consideration for full-time vacancies, in order of seniority.

3. Receive a payment of twenty-five cents an hour in lieu of benefits for each hour worked.

B5

APPRENTICE PROGRAM:

- a) Apprentice positions will be posted and the selection of the successful applicants will be at the discretion of the Company. Minimum Government guidelines will be applied.
- b) Over the program period should it become apparent to the Company that the applicant apprentice is not progressing satisfactorily, the Company may return the individual to their former department.
- c) The Company reserves the right to determine the number of apprentices in the program.
- d) The progression rates of pay for an apprentice(s) is as follows:

Start Rate:	80% of full rate (see B-1)
25% Completed	85%
50% Completed	90%
75% Completed	95%
Certified	100%
- e) If a current full time employee is granted an apprenticeship position, the employee will start in the position at their current rate of pay and the progression rate will be applied to move the said employee's rate of pay to the maintenance rate upon successful completion of the accredited apprenticeship program.

## SCHEDULE "C"

### VACATIONS

- C-1 Vacations with pay will be granted to employees on the following basis:
- a) Under five (5) years - in accordance with the Employment Standard Act.
  - b) Five (5) years of continuous service - Three (3) weeks.
  - c) Ten (10) years of continuous service - Four (4) weeks.
  - d) Seventeen (17) years of continuous service - Five (5) weeks.
  - e) Twenty-four (24) years of continuous service - Six (6) weeks.
- C-2 Continuous service for the purpose of computing vacations with pay will be calculated up to 30th June of the year in which vacations are granted.
- C-3 Payments for vacations shall be at the rate of two percent (2%) of an employee earnings for each week of vacation the employee is entitled to receive. Vacation pay will be based on the previous year's T-4 earnings and will not include taxable benefits.
- C-4 Employees will choose their vacation in order of seniority starting with the most senior employee who will choose all of his/her vacation in one selection with a maximum of two weeks during the months of June, July and August. Each employee in order of seniority will then select all of their vacation, etc. However, the Company reserves the right to alter vacation dates if it becomes necessary to do so in order to maintain a qualified working force. Vacation lists will be posted not later than March 1st of each year and will be declared closed by March 31st. Any changes thereafter shall be only by mutual agreement.
- C-5 An employee who is entitled to two (2) weeks vacation will, whenever possible, receive the second week of vacation consecutive to the first week. An employee who is entitled to three (3), four (4), five (5) or six (6) weeks vacation will be granted the third, fourth, fifth, or sixth week at the discretion of the Company and not necessarily in conjunction with the first two (2) weeks, or with each other.
- C-6 Employees will not be allowed to waive their vacation claims and have them accumulated from year to year.
- C-7 Employees shall receive their vacation pay prior to going on vacation.



**SCHEDULE "D"**

**EMPLOYEE BENEFITS**

Full time actively employed regular employees under age sixty-five (**65**) at the Company's Orillia Plant are covered for the following benefits from the first day of the Calendar month immediately following the completion of forty-five (45) days of work.

100% Company Paid

a) O.H.I.P.

b) Group Life Insurance -	effective May 9, 1995	- \$20,000.00
	effective May 9, 1997	- \$21,000.00

c) Accidental Death & Dismemberment - same as above

d) The Temporary Disability Benefit will be sixty-six and two thirds percent (66 2/3%) of normal earnings (i.e. rate times normal work schedule) to a maximum equal to the current U.I.C. maximum benefits on the 1/1/4/39 basis (first day of accident, first day of hospitalization, fourth day of illness for 39 weeks) followed by the fifteen (15) week U.I.C. entitlement period and the further fifty (50) week period benefit. It is understood that any recovery under wage loss replacement submissions would be forthcoming to the Company.

e) Extended Health Care, including Prescription Drugs (Generic Substitutes) at 100% after deductible of Ten (10) Dollars (singles), and designated Major Medical benefits at eighty percent (**80%**) and a maximum of \$5,000/year/insured.

f) Dental Care Plan (pays one hundred percent (100%) of designated basic benefits and fifty percent (50%) of designated electives). The maximum will be One Thousand Two Hundred Dollars (\$1,200.00) effective May 9, 1995 per claimant per year and will increase to \$1,300 effective May 9, 1997 and \$1,400 effective May 9, 1998, based on prior year's O.D.A. guide.

g) The Optical Plan will provided one (1) pair of prescribed glasses to a maximum of one hundred and thirty dollars (\$130.00) every two (2) years for eligible employees. The maximum will increase to \$135 effective May 9, 1997.

Eligible dependents of the above employees are also covered for:

O.H.I.P.

Extended Health Care including Prescription Drugs

Dental Care Plan

Optical Plan

## SCHEDULE "E"

### TRANSPORT EMPLOYEES

E-1 The regular weekly hours shall be worked in any five (5) days of the week. The Company shall continue its present practice regarding operating on a basis of four (4) day transport runs where practically possible.

E-2 Overtime at the rate of time and one-half (1 1/2) will apply to the classification of Transport Drivers for all hours worked in excess of forty two (42) hours in a week. In a week in which a paid holiday occurs, weekly overtime shall be paid for time worked in excess of thirty-two (32) hours, and in a week which a double holiday is observed for time worked in excess of twenty-four (24) hours.

E-3 Meal Allowance: Employees who work ten (10) hours or more in a day will be paid a meal allowance of six dollars (\$6.00).

E-4 UNIFORMS

a) The present practice regarding the supplying and cost sharing of uniforms for Transport Drivers will be continued, however, each regular full time Transport Driver will be paid an allowance of two dollars (\$2.00) per week toward the cost of cleaning of his uniform, this amount to be accumulated and paid on or about December 15th of each year. Part time transport employees will be provided with an annual lump sum payment of \$50.00 paid on or about Dec. 15.

b) The cost sharing for Transport Drivers, including part time transport drivers, will be:  
Seventy-five Percent (75%) Company  
Twenty-five Percent (25%) Employee

E-5 SCHEDULE BIDDING

If the majority of the Transport Drivers on bid runs (includes driver working in shipping paid transport rate) indicate to the Company in writing that they wish to do so, they shall be permitted in January of each year to submit bids for the regular daily transport trips, and transport Drivers with the greatest seniority shall have the first opportunity to make a selection at that time. Transport Drivers will also be permitted to bid on runs when scheduled runs are discontinued or when scheduled runs are added or when major changes are made to scheduled runs. Laid off drivers will be called first before offering work as overtime.

E-6 The Company will pay the Transport Drivers the following hourly rates:  
Effective May 9, 1995 \$16.00  
Effective May 9, 1997 \$16.15  
Effective May 9, 1998 \$16.35

E-7 All to training hours that can not be completed during the regularly scheduled work week will be provided to employees on a voluntary basis and will be paid at the regular straight time rate.