

*Wages  
off  
97-11-16*

SOURCE	Co.		
EFF.	98	03	21
TERM.	99	11	15
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN

Weston Bakeries **Limited** (Kitchener, Ontario)

- and -

RETAIL, **WHOLESALE** CANADA, LOCAL 461

CANADIAN SERVICE **SECTOR** DIVISION OF THE

UNITED STEELWORKERS OF AMERICA

PRODUCTION EMPLOYEES

Effective: March 21st, 1998

Expiry: November 15th, 1999

00542 (08)

# COLLECTIVE AGREEMENT

## **BETWEEN:**

WESTON BAKERIES LIMITED, Kitchener, Ontario.  
(hereinafter called "the Company")

- and -

THE RETAIL, WHOLESALE CANADA, LOCAL 461  
CANADIAN SERVICE SECTOR DIVISION OF THE  
UNITED STEELWORKERS OF AMERICA  
(hereinafter called "the Union")

### Article 1 - PURPOSE:

1.01 The general purpose of this Agreement is to set forth the hours of work, wages and certain working conditions, and to provide a means by which employees can raise any complaints or grievances, and to provide for a harmonious relationship between the Company, and its employees, and the Union.

### Article 2 - RECOGNITION:

2.01 The company recognizes the Union as the sole collective bargaining agent for all employees at Kitchener, Ontario, save and except foremen, foreladies, persons above the rank of foreman or forelady, office staff and salesmen, students employed for the school vacation period, and employees who normally work twenty-four (24) hours per week or less. These employees shall not normally work more than 24 hours per week and will not displace full time employees except for work due to vacation, illness, injury and leave of absence of a full time employee.

2.02 Whenever the male gender is used it shall apply to the female gender and whenever the singular **is** used, it shall also apply to plural and vice versa.

### Article 3 - RELATIONSHIP:

3.01 There shall be no discrimination, interference, restraint or coercion by either the Company, the Union or any agents of the parties, because of any employee's participation or non-participation in the Union.

3.02 The Union or employees shall not hold meetings on the Company property, except as agreed to by the Company.

### Article 4 - DEDUCTION OF UNION DUES:

4.01 All employees will be required to authorize the deduction of regular weekly Union dues from their pay. In the case of new employees the deduction will commence in the week immediately following the week in which they complete thirty (30) days of work for the Company. However, the amount deducted for such new employees will not be paid to the Union until after they complete the probationary period.

4.02 Union dues deducted from employees will be forwarded to the Union not later than the 20th day of each calendar month.

4.03 The Union will save the Company harmless from any and all claims which may be made against the Company by employees for amounts deducted from pay as herein provided.

4.04 Authorization for the deduction of Union dues shall be made on copies of the following form:

"I, \_\_\_\_\_ hereby direct Weston Bakeries Limited, Kitchener, Ontario, to deduct from the pay due me (each **weekly** pay) the amount of dues as certified by the Retail, Wholesale Canada, Local 461, Canadian Service Sector Division of the United Steelworkers of America and to pay the amount ~~so~~ deducted to a designated official of the said Union.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

#### Article 5 - NO STRIKES OR LOCKOUTS:

5.01 During the term of this Agreement, there will be no strikes or lockouts.

5.02 The terms, "strike" and "lockout", **as** used herein shall be defined in accordance with the definitions set out in the Labour Relations Act for **the** Province of Ontario.

#### Article 6 - MANAGEMENT RIGHTS:

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

#### Article 7 - UNION REPRESENTATION:

7.01 The Union shall have the right to appoint or otherwise select a committee of five (5) employees. The Union shall further have the right to appoint or otherwise select one (1) Steward for each twenty-five (25) employees or fraction in excess of multiples of twenty-five (25). The Union may also select up to three (3) substitute Stewards to act only in the absence of a regular Steward.

7.02 The Union recognizes that Committeemen and Stewards who are appointed from among the employees, have regular duties to perform as employees of the Company. Therefore, such employees will not leave their regular work for the purpose of conducting business on behalf of the Union without first obtaining permission from their recognized Supervisors. Such permission will not be unreasonably withheld. In return for the observance of the terms of this Article, the Company shall pay Stewards and Committeemen for any regular scheduled work missed for servicing grievances or other direct dealings with the Company.

7.03 An employee shall not be eligible to act as a Steward until after he has completed the probationary period of employment.

7.04 The Company will pay the five (**5**) members of the Negotiating Committee straight time pay for time spent during the employee's regular scheduled working hours, for negotiating the renewal of the Collective Agreement up to but excluding any arbitration, conciliation or mediation proceedings.

7.05 The Unit Chairman of the Union shall be informed whenever an employee has completed his probationary period.

7.06 Should an employee be interviewed for disciplinary purposes, he/she will be advised they may have their Steward present, if they **so** choose. Failure to advise will not impact the validity of discipline imposed.

7.07 Any disciplinary notation placed against the record of an employee shall become null and void on considering any further disciplinary action after eighteen (**18**) months from the date of issue, providing no notation for a similar offence has occurred during the same eighteen month period.

## Article 8 - GRIEVANCE PROCEDURE:

### 8.01 Step #1:

If any employee has a grievance he wishes to bring to the attention of the Company, he shall take the matter up with his immediate Foreman or Supervisor. The employee may, if he wishes, be accompanied by his Steward. If the grievance is not settled to the satisfaction of the employee within two (2) working days, it will then be stated in writing and be submitted to the Superintendent.

### 8.02 Step #2:

Within three (3) working days, the Superintendent (and/or such other persons as may be designated by the Company) will meet with the employee and his Steward, to discuss the grievance. The Superintendent will give his answer to the grievance, in writing, within two (2) working days after the meeting has been held. If his reply to the grievance is not satisfactory, the Union may, within three (3) working days after receiving the written reply of the Superintendent, refer the matter to the Plant Manager.

### 8.03 Step #3:

Within three (3) working days following receipt of the grievance, the Plant Manager (and/or such other persons as may be designated by the Company), will meet with the employee and his Steward to discuss the matter. At this meeting a full-time Business Representative of the Union (Business Agent, etc.) may be present, if requested by either party. The Plant Manager will give a written reply to the grievance within three (3) working days after the meeting has been held.

8.04 If the meeting referred to in Step #3 does not result in a settlement of the grievance to the satisfaction of both parties, then either party to this Agreement may, within (10) days after the date of the written reply, refer the matter to arbitration as hereinafter provided.

8.05 Any of the time allowances provided for in this Article may be extended by mutual agreement.

8.06 The Company may refuse to consider any complaint, the alleged circumstances of which arose more than five (5) working days prior to the complaint being presented to the Foreman or Supervisor.

## Article 9 - ARBITRATION:

9.01 Arbitration shall be in accordance with the terms of the Labour Relations Act of the Province of Ontario.

9.02 Each of the parties hereto will bear the expenses of any arbitrator appointed by it. The parties will share equally the expenses of the Chairman.

## Article 10 - DISCHARGE CASES:

10.01 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, commencing at Step #3 of the Grievance Procedure, if a written statement of such grievance is lodged with the Company within three (3) working days after the employee ceases to work for the Company.

10.02 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 Company premises. The Company will notify the Steward concerned of the discharge as soon as he can reasonably be contacted.

10.03 Grievances relating to discharge may be settled by confirming the Company's action, or by reinstating the employee with full pay for the time lost, or by any other arrangement which is just and equitable.

10.04 The Company shall have the right to discharge any employees for just cause and upon any of the following, or similar grounds, without notice:

(a) Theft or dishonesty;

(b) Drinking alcoholic beverages while on duty, or being under the influence of such alcoholic beverages or drugs (non-medical use) while on duty;

(c) Direct refusal to obey orders **given by** the proper person unless such orders jeopardize life, health or safety of the employee, or are illegal.

#### Article 11 - COMPANY GRIEVANCES:

11.01 Nothing contained herein shall preclude the Company from submitting any grievance with respect to the conduct of the Union or its officers or representatives, or any allegation that the Agreement has been violated.

#### Article 12 - POLICY GRIEVANCES:

12.01 A claim by the Union that the Company **is** in violation of the terms of this Agreement may be filed as a written grievance by a full-time representative of the Union, or the Unit Chairperson, where the claim is such it affects the entire bargaining unit, or an entire department of the bargaining unit. Such grievance shall be filed within thirty (30) days of the alleged circumstances giving rise to the grievances, and discussion shall commence at Step #3 of the grievance procedure. The terms hereof shall not detract from, nor replace the regular grievance procedure for employees or groups of employees as set out in Article 8.

#### Article 13 - MEETINGS:

13.01 Meetings of the Unit Executive and Stewards and the Company will be held monthly, provided a written request is made by one party to the other (parties defined as Unit Chairman and Production Manager respectively - or their designates). Such meetings shall be held as soon as practical, but within seventy-two (72) hours of receipt of the request. Meetings shall not be held in weeks of Paid Holidays.

#### Article 14 - SENIORITY:

14.01 (a) An employee will be considered on probation and will not be placed on a seniority list until after he has worked a total of forty-five (45) days for the Company. Employees hired as Garage or Maintenance Mechanics will have a 90 days worked probationary period. If removed from maintenance after 45 days worked for reasons of competence, the employee will be eligible to bump a production employee.

14.01 (b) Employees hired on a temporary basis, such as students hired for the school vacation period, who are, at the end of their temporary employment allowed to continue to work for the Company as regular full-time employees, shall be allowed credit toward seniority for each full day worked immediately prior to full-time status. It is understood, however, that once taken on as a full-time employee, such employees will be required to complete the probationary period as described above. Seniority will be calculated as provided for in this section once the probationary period has been completed.

14.02 Seniority lists based upon the date on which employees commenced to work for the Company, shall be established for each department and Plant. These lists shall be revised semi-annually and a copy of each revision will be given to the Unit Chairman and Union Office.

14.03 In cases of promotion, demotion, up-grading or transfer of employees, the skill, ability and general aptitude for the particular job in question shall be guiding factors. When these are relatively equal between employees, seniority shall be the deciding factor.

14.04 Where it is necessary to reduce the working force of the employees, plant seniority shall 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.

14.05 Employees who are laid off will be retained on the Company's seniority list for a period of eighteen (18) months but unless they signify their willingness to return to work within three (3) working 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. Employees will also retain their seniority rights for a period of eighteen (18) months from date last worked who have more than ten (10) years of service, employees with less than ten (10) years of service will have twelve (12) months from date last worked in cases of verified personal illness. Employees claiming or on Worker's Compensation who have five (5) years of service will have twenty-four (24) months from date last worked. Thereafter they will cease to be an employee of the Company.

14.06 Any employee promoted from the bargaining unit shall continue to accumulate seniority for a period up to twelve (12) consecutive months. If returned to the bargaining unit during the said twelve (12) months the employee will retain full accumulated seniority.

14.07 Stewards with two (2) years or more of seniority will be granted top seniority amongst employees in the event of layoff, provided they are qualified to perform the work assigned by the Company. This shall also apply to the Unit Chairman and Negotiating Committee during negotiations.

14.08 Seniority previously accumulated shall be lost and employment terminated whenever an employee:

(a) quits his/her employment or is discharged for just cause and is not reinstated through the grievance / arbitration process.

(b) overstays any leave of absence granted by the Company unless a reason satisfactory to the Company is given;

(c) is absent due to layoff for a period in excess of twelve (12) consecutive months; (eighteen (18) consecutive months for employees with ten (10) or more years of service).

(d) is absent without notice for two (2) consecutive working days unless a reason satisfactory to the Company is given.

#### Article 15 - TRANSFERS:

15.01 An employee who is temporarily transferred from a higher to a lower rated job for the convenience of the Company in order to meet production requirements, will receive his regular rate of pay during the period of such temporary transfer.

15.02 An employee who is temporarily transferred to a higher rated job for any reason shall receive a rate consistent with his ability to perform the work to which he is transferred, but in no case shall his rate be less than the minimum rate for the job to which he is transferred, as set out in Schedule "B", provided the duration of the temporary transfer is two (2) hours or more.

#### Article 16 - JOB POSTING:

16.01 Job vacancies will be posted on the plant bulletin boards for three (3) consecutive working days. During that period, employees may make application to the Plant Superintendent for the posted job.

16.02 Applicants for a posted job will be considered with respect to skill, ability and general aptitude and where these factors are relatively equal amongst employees, then seniority will apply. If none

of those applying has the necessary qualifications required by the Company, then the Company may fill the job from any other source.

16.03 Only the original job and the job from which transfer was made to the original job will be posted. Any further vacancies will be filled from any source available, but will not be posted.

16.04 A successful applicant for a posted job shall not be permitted to apply again until six (6) months have elapsed.

16.05 When a permanent shift vacancy occurs it will be posted within one (1) week of the vacancy and it will be filled within a further two (2) weeks after the posting procedure is completed. Garage mechanic vacancies and plant maintenance department vacancies will be excluded from this provision.

16.06 The Unit Chairman shall be informed of the disposition of each posted job vacancy.

16.07 Postings for vacant jobs will include details regarding the shift on which the opening exists.

16.08 When the Company becomes aware of a temporary vacancy in excess of thirty (30) working days, the Union will be notified and the job shall be posted as per Article 16.00. The vacancy that results from the posting will be filled at the discretion of the Company.

#### Article 17 - LEAVE OF ABSENCE:

17.01 The Company may grant written leave of absence to any employee for personal reasons. Any person who is absent with such written permission shall not be considered laid off, and his seniority shall continue to accumulate during his absence. The leave of absence will not exceed one (1) year. The Company will pay the benefit premiums for leave of absence of one (1) full week or less. Over one (1) full week the employee will pay the said premiums.

17.02 In the event an employee is summoned by proper authorities to serve on a jury, or is subpoenaed as a Crown witness, the Company will pay the employee the difference between his regular rate of pay and the amount received for jury service or a witness fee, provided the employee reports for work during the hours he is not required to serve on the jury, or remain in the Court House, or provided the employee makes some other arrangements satisfactory to the Company.

17.03 (a) Up to four (4) days leave with pay will be granted an employee who has completed the probationary period in the event of the death of his father, mother, sister, brother, spouse, child, mother-in-law or father-in-law. Such leave shall be for the purpose of arranging for and attending the funeral. Only that portion of the four (4) days that would otherwise have been worked will be paid. One (1) day off with regular pay will be granted to attend the funeral of an employee's grandparent or grandchild, provided the funeral is on the employee's scheduled day of work.

(b) Where an employee's father, mother, spouse, or child dies in a foreign country and the employee is unable to attend the funeral, he will be given one (1) working day off with pay within two days following receipt of the notice of the death or on the day the memorial service is held. This will only apply to those who have completed the probationary period and will further only apply where the employee is able to substantiate the relationship and the death.

17.04 The Company will give consideration to leave of absence for travel, provided:

(a) the leave of absence does not encompass the period from June 1st to Labour Day;

(b) the leave is taken in conjunction with all or part of the employee's vacation;

(c) not more than three (3) employees are absent at a time;

(d) the leave does not extend beyond (3) weeks in addition to vacation.

The terms hereof will not apply to employees with less than three (3) years of continuous service.

17.05 (a) Leave for pregnant females shall be granted in accordance with the terms of the Employment Standards Act.

(b) Parental leave shall be granted in accordance with the terms of the Employment Standards Act.

17.06 Employees with more than one (1) year of service who are selected to attend Union conventions or seminars, will be given leave of absence without pay or loss of seniority, provided the Company is notified at least ten (10) working days in advance of the date the leave is to commence. Not more than five (5) employees (but not more than one (1) from any one department) will be granted such leave at a time, nor shall the total accumulation of such leave exceed thirty (30) working days in any twelve (12) month period.

17.07 An employee with more than one (1) year of service who is selected to work on a full-time basis for the Union, will be given leave of absence without loss or accumulation of seniority for a period not to exceed one (1) year. The request for such leave must be made one (1) month in advance of the date it is to commence. During such leave the employee shall receive no payment of wages or other benefits.

17.08 The company shall pay the appropriate health and welfare coverage premium costs for up to forty-five (45) weeks for employees absent on verified personal illness.

#### Article 18 - HEALTH AND SAFETY/MODIFIED WORK COMMITTEES

18.01 The Company and the Union agree to establish a plant Health and Safety committee, which will meet once, every two months, or as required. Alternative member to be appointed by their respective party. The committee is to be comprised of three (3) Union members appointed by the Union, and three Management members appointed by the Plant Manager, one of which will be the Safety Officer.

18.02 A modified work committee of three (3) Union members, appointed by the Union and three (3) members of Management, appointed by the Plant Manager. Alternative member to be appointed by their respective party. The committee will meet as required or at the request of either party.

#### Article 19 - BULLETIN BOARDS:

19.01 The Company will provide bulletin boards in mutually satisfactory locations throughout the plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union, and be submitted to the Plant Manager or his authorized representative for approval before being posted.

#### Article 20 - NEW JOBS:

20.01 The Company shall inform the Union Chairman of new jobs before posting.

#### Article 21 - WORK PERFORMED BY FOREMEN:

21.01 Foremen and persons above the rank of Foreman shall not be utilized to perform work normally done by employees in the bargaining unit, except:

- (a) in cases of emergency;
- (b) where it is necessary to instruct or train employees;





- (c) where it is necessary to carry on experimental or development work, or to insure that an operation is correctly started;
- (d) where it is necessary to keep production operating because of the absence of regular employees from their jobs.

21.02 The above does not apply to Foremen working in a maintenance or transport capacity.

#### Article 22 - SEVERANCE PAY:

22.01 In the event an employee has his employment terminated as a direct result of the closing of the plant, he will be paid severance pay of one **week** of regular pay for each year of continuous service. Starting with the fourth year to a maximum of twenty-six (**26**) years.

22.02 No employee will qualify for severance pay if he is able to exercise his seniority rights within the plant or if he is offered employment elsewhere in the Company in the Kitchener area, or if the closing results from:

- (a) **Loss** of business;
- (b) Fire, flood, strike, or any other circumstance beyond the control of the Company

22.03 An employee who accepts severance pay shall have no further claim to employment with the Company.

22.04 A terminating employee qualifying for severance pay under the terms of this Article who may also become entitled to severance pay in lieu of notice under Government legislation, will receive either the severance pay provided herein, or the severance pay provided by legislation, whichever is greater, but not both.

#### Article 23- SCHEDULES

23.01 Attached hereto and forming part of this Agreement are the following schedules:

Schedule "A" - Hours of Work, Paid Holidays and General Working Conditions, etc.;

Schedule "B" - Classifications and Rates applicable thereto, and Overtime Provisions;

Schedule "C" - Vacations with Pay;

Schedule "D" - Benefits;

Schedule "E" - Transport Drivers.

Schedule "F" - Maintenance

#### Article 24 - TERMINATION AND MODIFICATION

24.01 This Agreement shall continue in effect from and including the 21st day of March, 1998 to and including the 15th day of November, 1999, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, it shall continue in effect until the 15th day of November, 2000 and so on from year to year thereafter.

24.02 Notice that amendments are required, or that either party intends to terminate the Agreement may only be given during a period of not more than ninety (90) days prior to November 15th, 1999, or any succeeding anniversary date.

DULY SIGNED BY THE PARTIES HERETO AT KITCHENER, ONTARIO  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1998

FOR THE COMPANY

FOR THE UNION

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## SCHEDULE "A"

### HOURS OF WORK, PAID HOLIDAYS, GENERAL WORKING CONDITIONS, ETC.

1. No Guarantee:

The Company does not guarantee to provide work to any employee for normally assigned hours, or for any other hours.

2. Work Week:

(a) Except for transport drivers who are referred to in Schedule "E", the regular work week will consist of thirty-eight and three-quarters (**38 3/4**) hours, to be worked in five (**5**) days. The days off each week for any employee or group of employees will be determined by the Company. In a week in which a paid holiday occurs, as set out in section (**6**) of the Schedule, employees may be required by the Company to work five (5) days. The hours of work for garage employees shall be forty (40) hours, to be worked in five (5) days each work week.

(b) The daily hours, starting and quitting times, and the time and duration of lunch periods will be determined by the Company in accordance with production requirements. Employees will be notified in advance when changes are to be made in their shift schedules. The starting time of any shift will not be altered more than two and one-half (**2 1/2**) hours in a week.

3. Lunch Periods:

Employees will be allowed one-half (**1/2**) hour for lunch period without pay. When long shifts are necessary, an additional lunch period will be allowed, without pay.

4. Rest Periods:

Rest periods of ten (10) minutes duration will be allowed as close to the middle of each half shift as possible. The time of these rest periods will be arranged by the Foreman or Superintendent. An employee required to work in excess of ten (10) hours in a shift will be granted an additional paid rest period of ten (10) minutes duration, such rest period to be between the eighth and ninth hours of work. For each two (2) continuous hours of work after ten (10) hours, an additional ten (10) minute paid rest period will be granted.

5. Uniforms:

(a) The Company will supply and launder uniforms for the Production, Maintenance and Sanitation Staff. Such uniforms will consist of trousers, shirts, hats and smocks. There shall be a change per shift.

(b) For Maintenance and Garage Department employees, the Company will supply clean coveralls as required. The Company will pay the full cost of laundering such coveralls.

(c) Shippers and Receivers regularly working on the dock will be paid \$30.00 per year for the purchase of a jacket or heavy shirt. This payment will be made by May 15, 1996 for 1996 and by February 1, 1997 for 1997 without receipts.

(d) Suitable working apparel shall be provided for employees who are assigned to work in the Freezer.

(e) Workboots - \$85.00 payable without receipts payable by March 1st each year to employees who have not purchased footwear in 1996. (\$90.00 effective by March 1, 1999).

(9) Sanitation employees will be provided with adequate rubber footwear

6. Paid Holidays:

(a) Subject to the conditions set out below, the Company will pay employees for the following holidays, or days observed by the Company in lieu thereof, but not both:

New Year's Day,	Civic Holiday,
Good Friday,	Labour Day,
Victoria Day,	Thanksgiving Day,
Canada Day,	Christmas Day,
Boxing Day, (or, if a non- working day, the day before or after, as assigned by the Company.)	Employee's Birthday

The Company shall make every effort to allow an employee's birthday off. However, in the event either the Federal or Provincial Government declares a National or Provincial holiday which must be observed, then such holiday shall replace the Birthday holiday.

(b) In order to be eligible to receive payment for a holiday, an employee shall be required:

(i) to have worked for the Company a total of forty-five (45) days;

(ii) to have worked the full shift immediately preceding the holiday and the full shifts on and succeeding the paid holiday, unless absence on any of the qualifying shifts was due to:

(1) Verified personal illness; or

(2) Death in the employee's immediate family; or

(3) Permission being granted, in writing, by the Production Manager

(c) Pay for holidays will be at an employee's regular rate of pay, multiplied by seven and three-quarters (7 3/4) except garage employees and transport drivers, where the rate of pay will be multiplied by eight (8).

(d) An employee will not be entitled to be paid for a holiday if he does not work during the week in which the holiday occurs.

(e) When a paid holiday occurs during an employee's vacation, the employee will be paid for such holiday at his regular rate of pay in accordance with (c) above, or be given another day off as decided by the Company.

Schedule " B "

CLASSIFICATION & RATES APPLICABLE THERETO AND OVERTIME PROVISIONS

1. The Company will classify its employees and pay hourly rates in accordance with the following:

Bread, Roll and English Muffin Departments

<u>Classification</u>	<u>Effective</u>	<b><u>EFFECTIVE</u></b>
	<u>Nov. 16th 1997</u>	<u>Nov. 15th 1998</u>
Mixer	\$16.99	<b>\$17.19</b>
Utility	16.62	<b>16.82</b>
Bakery Worker	16.50	<b>16.70</b>
Receiver	16.74	<b>16.94</b>
Shipper	16.50	<b>16.70</b>
Cleaner	16.50	<b>16.70</b>

PLANT MAINTENANCE DEPARTMENT

Control Technician	20.55	<b>20.75</b>
Maintenance Mechanic	19.55	<b>19.75</b>
Maintenance Mechanic Trainee	16.57	<b>16.77</b>
Lubricator	16.72	<b>16.92</b>
Building Maintenance	16.97	<b>17.17</b>

GARAGE DEPARTMENT

Licensed Mechanic	19.70	<b>19.90</b>
General Mechanic	18.70	<b>18.90</b>
Garage Utility	16.62	<b>16.82</b>

2. Rate of Progression

(a) Amend to a start rate, 6 month rate and job rate at 12 months. The start rate shall be 10% less than the job rate and the 6 month rate 5% less than the job rate.

(b) Amend to a start rate, 45 days of work rate and job rate after a further 45 days of work for Maintenance Mechanic. The start rate shall be 10% less than the job rate and the 45 days of work rate 5% less than the job rate.

(c) An employee who has completed more than thirty (30) days of work and who is promoted from a lower to a higher rated classification will be paid ten (10) cents per hour below the rate for this classification to which he is transferred. He will progress at the rate of five (5) cents per hour each thirty (30) days of work until the rate for the job is attained.

3. Lead Hands:

The Company may, at its discretion, designate certain employees as lead hands. Any employee so designated will be paid a premium of fifty (50) cents per hour above the mixer rate, except garage which will be above the licensed mechanic rate.

4. Weekend Premium:

For all regular straight time hours only, worked between 12:01 AM Saturday and 11:59 PM Sunday, there will be a premium paid of \$2.85 per hour over and above the regular straight time rate. This does not apply to part time or casual employees. The Weekend Premium will not apply to hours worked after July 1, 1998.

5. Overtime Regulations:

Overtime at the rate of one and one-half (1 1/2) times an employee's regular hourly rate will be paid for all authorized time worked, as follows:

(a) For all time worked in excess of seven and three-quarters (7 3/4) hours in a shift and thirty-eight and three-quarters (38 3/4) hours in a regular work week, but not both. In the case of garage employees the overtime will be paid for time worked in excess of eight (8) hours in a shift and forty (40) hours in a regular work week, but not both.

(b) For all time worked by an employee on his regular shift off or on the calendar day of a paid holiday.

(c) For time worked in excess of thirty-one (31) hours in the weeks in which (1) paid holiday occurs and for the time worked in excess of twenty-three and one-quarter (23 1/4) hours in any week in which two (2) paid holidays occur. For garage employees the thirty-one (31) hours shall be thirty-two (32) and the twenty-three and one-quarter (23 1/4) hours shall be twenty-four (24) hours.

(d) Time worked during weekly hours which is due to be paid at the overtime rate of pay shall not be calculated in the weekly hours for the purpose of computing overtime pay in excess of the said weekly hours in that week. Time worked on the calendar day of a paid holiday shall not be calculated in the weekly hours for the purpose of computing overtime pay in excess of the said weekly hours in that week. Furthermore, overtime payment shall not pyramid, nor shall an employee be paid a rate greater than one and one-half (1 1/2) times his regular hourly rate plus any shift premium to which the employee may be entitled.

(e) Overtime will be divided as equitably as practicable amongst the employees regularly performing the work or runs on which the overtime is required. An employee who does not work overtime when requested, shall have no claim regarding equitable distribution. On the last production shift prior to a non-production day, the finishing shift may be required by the Company to work three (3) hours overtime with minimum notice of four (4) hours prior to the start of the overtime.

6. Night Shift Premium:

A shift premium of fifty-five (55) cents per hour will be paid for all shift hours worked between 6:00 p.m. and 6:00 a.m. This shift premium will be computed without regard to overtime hours. The shift premium shall not apply to Transport Drivers.

7. Call-In Pay:

An employee (including Transport Drivers) who is called in to work after having left the plant premises, in order to meet emergency conditions, will be paid not less than the equivalent of four (4) hours pay at straight time rates. Where the call-in occurs two (2) hours or less before the employee's regular starting time, payment will be limited to the hours remaining before the said regular starting time.

8. Reporting for Work:

An employee who reports for work without having been told in advance not to report, will be given work, or pay, for a minimum of four (4) hours. This obligation on the part of the Company will not apply where an employee is prevented from working because of fire, flood, strike, loss of power, mechanical breakdown or any circumstance beyond the control of the Company. This provision shall also apply to a full scheduled overtime shift.

9. Guaranteed Pay:

Each employee (excluding Transport Drivers and Garage Employees) who has completed one (1) year of continuous employment will receive minimum weekly pay of no less than the equivalent of thirty-eight and three-quarters (38 3/4) hours multiplied by his straight time rate (including holiday pay), provided:

(a) he reports for work and remains at work for each working hour assigned by the Company;  
and

(b) he performs whatever work is available and assigned to him by the Company.

The terms of this section will not apply were the Company is prevented from providing work to any employee or group of employees because of fire, flood, strike, breakdown of machinery or any other circumstance beyond the control of the Company.

The overtime premium (i.e. half-time) paid for Sunday work shall not be used in computing the weekly guaranteed pay.

NOTE: For Garage employees and Transport Drivers, the guaranteed pay shall be the equivalent of forty (40) hours according to the terms set out above.

10. In regular weeks the employees pay will be deposited on Thursday (employees who are paid by cheque will be paid on Friday). In weeks containing a paid holiday, the pay may not be deposited until Friday but an effort will be made to deposit them on Thursday (Friday with cheques).

## SCHEDULE "C"

### VACATIONS WITH PAY

1. Vacations with pay will be granted by the Company in accordance with the following schedule:
  - (a) One (1) year of continuous service - Two (2) weeks;
  - (b) Five (5) years of " " - Three (3) weeks;
  - (c) Ten (10) years of " " - Four (4) weeks;
  - (d) Seventeen (17) years of " " - Five (5) weeks;
  - (e) Twenty-four (24) years of " " - Six (6) weeks.
2. For purposes of computing vacations, continuous service will be calculated as of June 30th.
3. Payment for vacations will be at the rate of two percent (2%) of employee's earnings for each week of vacation to which he is entitled, based upon the T4 form issued for income tax purposes (excluding taxable benefits) for the year immediately preceding.
4. Employees with less than one (1) year of continuous service as of June 30th will be entitled to vacation pay in accordance with the Employment Standards Act.
5. Where practical, vacations will be granted on a seniority basis for each department.
6. Prime time for all employees will be June, July and August.
7. Vacations shall not be cumulative from year to year and employees shall not omit vacations and draw pay in lieu thereof.
8. The vacation period will extend for the full calendar year.
9. An employee who leaves the service of the Company will be paid the vacation pay to which he is entitled in accordance with his service.
10. For Transport Drivers, June, July and August is considered the prime vacation period. Two may be on vacation in a given week throughout the year. It is understood that vacations are picked two (2) weeks at a time on a rotational basis, by seniority.
11. It is understood that vacations will be selected on a seniority basis. Employees will be allowed to pick two (2) weeks only in Prime Time on a rotation basis through the seniority list. Any employee may select the remaining vacation outside of Prime Time or wait for the next rotation.
12. The Company agrees to post the vacation schedules by January 15th of each year. Employees will make their first selection by January 31st. Second selection, if so qualified, by February 15th and final selection, if so qualified, by March 1st of each year.
13. It is understood for exceptional or emergency circumstances, employees may be allowed, at the Company discretion, to take up to four (4) weeks vacation at any time.



## SCHEDULE "D"

### BENEFITS

1. The Company will pay the full premium of the following benefits for full-time employees:
  - (a) Ontario Hospital Insurance Plan;
  - (b) Company Group Insurance Plan including Life Insurance, Major Medical, Weekly Indemnity, and Dental Plan (equivalent to Blue Cross #9 Benefits), Effective on full month following ratification, the 1997 ODA fee schedule will be used. Effective January 1st, 1999, the 1998 O.D.A. Schedule will be used. The Company agrees to modify the Dental Plan to include dentures, crowns, and bridges on a 50% co-insurance basis to a \$2,000.00 per calendar per person year maximum, all services. Only drugs which require a prescription and are dispensed by a pharmacist will be covered. Generic drugs where available.
  - (c) An optical plan will provide a pair of glasses (to a maximum of \$135.00 every two (2) years) for all qualifying employees and dependents. Effective November 1, 1998 change to \$145.00.
  - (d) Effective November 15th, 1994, the Long Term Disability Plan will be One thousand, one hundred dollars (\$1100.00) per month from all sources. Qualifying period of Sixty (60) weeks including Forty-five (45) weeks of weekly indemnity and Fifteen (15) weeks of unemployment insurance, disability insurance. Effective November 1, 1996 change to \$1,200.00.  
Qualifier - two years own occupation  
- over two years any occupation
  - (e) Effective November 1st, 1996, Life Insurance coverage for qualified employees will be \$21,000.00 and effective November 15th, 1998, upgraded to \$22,000.00.
  - (f) Effective March 1st, 1992 A.D. & D. coverage at same level of Life Insurance.
  - (g) To purchase optional life insurance for employees coverage in units of \$5,000.00, to a maximum of \$25,000.00 over and above the levels stated in the collective agreement, at employees cost. Rates are available by contacting Human Resources. Rates are applicable at the time of contract negotiations only and may be subject to change.
2. The maximum amount payable under the Weekly Indemnity section of the Group Insurance Plan shall be sixty percent (60%) of regular earnings up to the E.I. maximum, which shall be applied on a 1-1-4-45 basis. First day hospitalization, for debilitating procedure or if receiving general anesthetic, will be applied in the weekly indemnity plan.
3. The full premium cost as referred to above shall only apply to those employees with one (1) year or more of service. Those with less than one year shall have fifty percent (50%) of the premium cost paid by the Company.
4. Decisions regarding payments made to employees under the above-mentioned welfare plans made by a third party - i.e. the carriers of the said plans, shall not be subject to the grievance procedure, nor shall the Company in any way be liable for the payment of benefits in connection with such decisions.

5. The following will apply to garage mechanics (licensed and unlicensed):

For an employee to purchase a piece of equipment essential to the employee's performance of the normal requirements of his **job**, the Company will pay the cost up to a maximum of three hundred and seventy-five dollars (\$375.00) effective February 1st, 1995 per calendar year, without receipts. Only employees referred to under this section will be required to bring their own tools into the plant. Effective November 15, 1998, the maximum will be three hundred and eighty-five dollars (\$385.00).

SCHEDULE "E"

Transport Drivers

The following conditions shall apply to Transport Drivers.

1. The normal work week shall be forty-two (42) hours. Except as set out under the heading, "Guaranteed Pay" in Schedule "B", this shall not be construed as a guarantee of either hours of work or pay thereof.
2. All Transport Drivers shall be assigned daily starting times. If a Driver's load is not ready at the assigned time, the Driver may be assigned to other duties including non-driving duties. It is clearly understood that these duties will be of a reasonable nature. In cases of long delay the Driver may elect to not start work and waive any reporting pay but only with the permission of the Supervisor and availability instructions given.
3. The work schedule shall be posted by 5:00 p.m. Wednesday and the bidding process will be completed by 6:00 p.m. Thursday. This schedule will show proposed destinations which may be altered. The assigned starting times may be altered one (1) hour later per day on each bid start-time. On Friday, the Company may alter the ~~start-time~~ up to two (2) hours later. Because of early shipping on Mondays, the Company may alter the start times one (1) hour before or later on each start time.
4. For all regular straight time hours only worked between 12:01 AM Sunday and 11:59 PM Sunday, there will be a premium paid of \$2.85 per hour over and above the regular straight time rate. The Weekend Premium will not apply to hours worked after July 1, 1998.
5. Overtime at the rate of one and one-half (1 1/2) times a Transport Driver's hourly rate of pay will be paid **as** follows:
  - (a) In weeks in which paid holidays occur, the work week will be reduced by eight (8) hours for each paid holiday in the work week for the purpose of calculating overtime.
  - (b) For all authorized hours worked in excess of the weekly hours set out in section (1) above.
  - (c) Hours worked by any Transport Driver during the regular assigned weekly hours which is due to be paid at time and one-half (1 1/2) shall not be calculated in the weekly hours for the purpose of computing pay in excess of regular weekly hours in that week. Furthermore, overtime payment shall not pyramid, nor shall a Transport Driver be paid a rate greater than one and one-half (1 1/2) times his regular hourly rate of pay.
  - (d) For all hours worked on the calendar day of a Paid Holiday.
6. The shift premium and premium for Saturday (except as set out above), shall not apply to Transport Drivers.
7.
  - (a) The hourly rate of pay for Transport Drivers shall be as follows:

<u>EFFECTIVE NOV. 16/97</u>	<u>EFFECTIVE NOV. 11/98</u>
\$17.41 per hour	\$17.61 per hour
  - (b) Amend to a start rate, 3 month rate and job rate at 6 months. The start rate shall be 10% less than the job rate and the 3 month rate 5% less than the job rate.

8. The Company will deduct 30 minutes from each daily time card for purposes of eating a meal, Two 10 minute paid breaks will also be allowed per day. The timing of all breaks will be in accordance with instructions issued by the Company.

9. A Transport Driver required to work ten (10) hours in a shift will be given a meal allowance of \$6.00. The Company may require presentation of an authentic receipt before such payment is made.

10. Subject to the Management Rights Clause of this Agreement, products which are brought into the Kitchener Plant for trans-shipment to other plants of the Company will be hauled by Kitchener Drivers, provided the Drivers and equipment are available when required.

11. Transport Drivers who complete the probationary period will have two-thirds (2/3) of the cost of their uniforms paid for by the Company. The Company will pay 100% cost of the crest.

12. The posting and bidding of starting times and proposed destinations will be done weekly. The selection of Transport Drivers for starting times shall be made on the basis of ability and experience and where these factors are relatively equal between Transport Drivers, then seniority will govern. This will be done on a three (3) month trial basis.

13. Transport Drivers shall have a minimum of eight (8) hours scheduled rest time off between one scheduled shift and another.

14. (a) Extra trips, unscheduled loads, and short term absence of less than one full work week, will be covered by part-time, or outside supplied drivers. Drivers on regular scheduled runs who are not available only if on scheduled day off, or after their regularly scheduled run is completed, then the driver becomes available for extra trips and unscheduled loads and are able to have 8 hours rest, before next start time. Seniority shall govern, and in accordance with Government regulations.

(b) In the event of absence more than one week, the runs will be covered by the relief drivers. Should the relief drivers already be assigned, then the runs will be offered for temporary change to other regular drivers.

15. Loss of Licence

A leave of absence without pay or benefits or loss of seniority will be granted once during an employee's tenure by the Company for a period of up to one (1) year without loss of seniority due to loss of the required Province of Ontario Driver's Licence as a result of a non-work related incident. The following provision will apply:

1. Employees must have a minimum of five (5) years or more Company service.
2. The employee is acceptable to insure to the Company's insurer.

**SCHEDULE "F"**  
**Maintenance Department**

The following conditions shall apply to the Maintenance Department:

1. The normal work week shall be thirty-eight and three-quarters (38 3/4) hours, except as **set** out under the heading, "Guaranteed Pay" in Schedule "B". This shall not be construed as a guarantee of either hours of work or pay thereof.

2. The following will apply to Plant Maintenance Mechanics:

For an employee to purchase a piece of equipment essential to the employee's performance of the normal requirements of his job, the Company will pay the cost up to a maximum of three hundred and seventy-five dollars (\$375.00), effective February 1, 1995, per calendar year, payable without receipts February 1st each year. Only employees referred to under this section will be required to bring their own tools into the plant. Effective November 16, 1998 the maximum will be three hundred and eighty-five (\$385.00) **dollars**.

3. Lead Hands

The Company may, at its discretion, designate certain employees as Lead Hands. Any employee so designated will be paid a premium of fifty cents (.50) per hour above the Garage Licensed Mechanic rate or sixty-five cents (.65 ) above their current rate (whichever is greater).

4. Apprentice Program

(a) Apprentice positions will be posted and the selection of the successful applicant(s) will be at the discretion of the Company. Minimum Government Guidelines will be applied.

(b) Over the two year program period should it become apparent to the Company that the applicant apprentice is not progressing satisfactorily, the Company may return the individual to the Production Department.

(c) The Company reserves the right to determine the number of apprentices in the program.

(d) The progression rates of pay for the maintenance apprentice(s) are as follows:

	Effective	
	<u>January 25/92</u>	<u>November 15/93</u>
Start Rate	\$15.37/hr	\$15.87/hr
Six Month Rate	\$16.07/hr	\$16.57/hr
Twelve Month Rate	\$16.76/hr	\$17.26/hr
Eighteen Month Rate	\$17.46/hr	\$17.96/hr
Twenty-four Month Rate	Full Job Rate	Full Job Rate

(e) The pay rates for the Garage Apprentice(s) will be according to Government standards.

(9) Apprentice vacancies will be posted as per Article 16.

5. When maintenance employees are unable to complete their planned assignments within an extra Saturday shift, and no suitable replacement is available, they may elect to stay and finish the assignment or continue the assignment at an appropriate later time, providing production is not adversely affected.

March 17, 1994.

Mr. C. New, Union Representative,  
Retail, Wholesale Canada, Local 461,  
505 Bathurst Street,  
London, Ontario.  
N6B 1P5

Dear Mr. New:

Re: Kitchener Production Agreement

This letter, which is separate and apart from the Collective Agreement, shall confirm the understandings as listed below which were reached at negotiations and which shall be Company policies:

1. Employees who are required to work on Saturdays shall be allowed time off to attend the General Union Meeting held every second Saturday of each month provided the employees return to work as soon as possible after the meeting and finish their scheduled shifts. (in the case of Sanitation, their assigned task must be finished).
2. As a matter of practice, the Steward originally involved in a grievance shall attend the meetings concerning the grievance if at all practically possible.
3. Full-time employees who have been laid off will be contacted in order of seniority to perform any work that they are qualified to perform on a part-time basis lasting for one (1) full week or more full weeks. These employees shall receive the regular rate of pay of the job being performed and all benefits for the period of part-time work.
4. The paid holiday "Employee's Birthday" shall be observed as follows:
  - (a) The scheduled starting shift on the day of the employee's birthday shall be observed as the calendar day off for the birthday.
  - (b) The employee may request another scheduled shift off in lieu thereof, but not both, providing the request is submitted in writing to the Company two weeks prior to the birthday.
  - (c) The day off for the birthday shall be within the week of the birthday
  - (d) The Company shall make every effort to fulfil the employee's request.
5. Employees with the identical seniority starting date will draw lots to identify their ranking on the Seniority Lists. This is to be done after consideration of the probation period completed and in accordance with Article 14:01 (b).
6. It is our intent wherever it is reasonable to post full-time vacancies and to allow the appropriate job bidding to take place.
7. The Company agrees to hold regular shift meetings for all employees to discuss safety and other matters.
8. The Company further agrees where shift changes of an extraordinary nature occur, involved employees will be advised personally and all other plant employees will be advised by means of a notice posted on the main plant bulletin board.

9. Kitchener Garage Mechanics will be included in a rotating procedure to cover the Kitchener Division garage requirements.

The Body Shop Mechanics also agreed to such a program, but this will be separate from the Mechanic's program.

The procedures covered are as follows:

- (1) If an employee requests a copy of Form seven (7) of Workers Compensation of their accident, the Company will make it available to him/her.
  - (2) Should the Union need an extension beyond the thirty (30) working days in article 17.06, the Company may grant such leave.
  - (3) Should it become necessary to move to a 4 day work week, the Company and Union will meet to discuss and agree upon the terms and conditions of a 4 day schedule.
  - (4) In the event an employee is off sick and his scheduled vacation falls during that sickness, the employee may notify the Company that he wishes to reschedule his vacation to a mutually agreed upon week(s). It is the employees responsibility to notify the Company prior to the vacation pay being issued.
  - (5) The duties of a Lead Hand do not extend to the administering of discipline.
- (6) The Company will notify the Union as soon as practical, their intention of changing the transport schedule due to outside carriers or due to rescheduling of runs to other locations.
- (7) Three weeks prior to a paid holiday, employees may request to not work the paid holiday. 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, the request will be granted.

Sincerely,

WESTON BAKERIES LIMITED,

JWK:cww

J. W. King,  
General Manager.