

SOURCE	LO		
EFF.	92	08	13
TERM.	94	08	12
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	20		

COLLECTIVE AGREEMENT

EASTERN AVENUE

BETWEEN

WESTON BAKERIES LIMITED

462 Eastern Avenue, Toronto, Ontario

(hereinafter referred to as "the Company").

Of the First Part

- A N D -

BAKERY, CONFECTIONERY AND TOBACCO WORKERS'

INTERNATIONAL UNION, LOCAL 264

(hereinafter referred to as "the Union")

Of the Second Part

EXPIRES: AUGUST 12, 1994

WESTON BAKERIES LIMITED

0800204

INDEX

<u>ARTICLE/ SCHEDULE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	GENERALPURPOSE	3
2	RECOGNITION	3
3	RELATIONSHIP	3
4	UNION SECURITY	4
5	STRIKES/LOCKOUTS	4
6	MANAGEMENT	4
7	UNION COMMITTEES & STEWARDS	5
8	COMPLAINTS AND GRIEVANCES	6
9	GENERAL COMPLAINTS AND GRIEVANCES	7
10	ARBITRATION	7
11	DISCHARGE CASES	8
12	SENIORITY	8
13	LEAVE OF ABSENCE	10
14	JOB VACANCIES	11
15	BULLETINBOARDS	12
16	BEREAVEMENT	12
17	JURY DUTY	13
18	INJURY	13
19	WORK UNIFORMS	13
20	HEALTH AND SAFETY. LABOUR MANAGEMENT COMMITTEE	14
21	MISCELLANEOUS	15
22	SEVERANCEPAY	15
23	SCHEDULES	16
24	DURATION	16
25	SIGNATURES	16
"A"	<u>DAYS AND HOURS OF WORK OVERTIME</u>	17-21
	a) Weekly Guarantee	17
	b) Workweek	17
	c) Overtime	17
	d) Weekend Work	18
	e) Time Off Between Shifts	19
	f) Lunch Period	19
	g) Rest Periods	19
	h) Longer Shifts	19
	i) Call Back Pay	20
	j) Shift Schedules	20
	k) Part-time Work	20
	l) Welfare/Benefits	21
	m) Attendance Bonus	23
"B"	PAID HOLIDAYS	24
"C"	VACATIONS	26
"D"	WAGE RATES AND CLASSIFICATIONS	28

Letter re: Employee non-contributory pension plan

Letter re: Scheduling. weekend work

Letter re: Pension plan

Letter re: Chief Steward wage rate

Letter re: Pension plan, dental plan

ARTICLE 1 - GENERAL PURPOSE:

- 1.01** It is the intention of the parties to this agreement to mutually establish satisfactory relations between the Company and its employees in an atmosphere of mutual trust and respect, in order to enhance the dignity of individuals through a commitment to communication and also to provide a means for the prompt disposition of grievances and to establish and maintain terms and conditions of employment subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION:

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at the above location, save and except foremen, foreladies, persons above the rank of foreman or forelady, office staff, security guards, driver-salesmen, transport drivers, special delivery employees, and persons regularly employed for not more than fifteen (15) hours each week.

ARTICLE 3 - RELATIONSHIP

- 3.01** There shall be no discrimination, intimidation, restraint, or coercion by either the Company or the Union, or by any agents or representatives of either party, because of any employee's participation or lack of participation in the affairs of the Union.
- 3.02** There shall be no solicitation of employees or other Union activities on Company premises during the working hours of employees without the authorization of the Production Manager or his designate.
- 3.03** The Business Representative of the Union shall be granted admission to all properties covered by this Agreement during working hours to interview members of the Union, after first receiving permission from the Management Representative and with the understanding that there will be no interruption in production.

ARTICLE 4 - UNION SECURITY:

- 4.01** All employees governed by this Agreement shall, within thirty (30) days, become and remain members in good standing of the Union **as** a condition of employment. For new employees this condition shall be effective within thirty (30) days from the date of employment. All part time employees shall be required to pay union dues from the first week on.
- 4.02** Upon receipt of an authorization form duly signed by the employee making the request, the Company agrees to deduct the initiation fee and the regular monthly Union dues will be deducted from the first pay due the employee in each calendar month. Amounts so deducted will be forwarded by cheque to a designated official of the Union on or before the 25th day of the same month, together with a list of employees from whom the deduction of initiation fee and/or dues was made. Required deductions will also be made from any vacation pays.
- 4.03** Delinquent dues ~~will~~ be deducted and remitted in the same manner **as** regular monthly dues, following receipt from the Union office of a list of names of the employees concerned and the amounts of dues arrears to be deducted.
- 4.04** The Union will save the Company harmless from any and all claims which may be made against the Company by employees for amounts deducted in accordance with 4.02 and 4.03 above.
- 4.05** The Company will supply to the Union, in writing, the names and hire dates of new employees within fourteen **(14)** days of the hire.

ARTICLE 5 - NO STRIKES OR LOCKOUTS:

- 5.01** The Company will not cause or direct any lockouts of its employees, and the Union will not cause or direct any strikes or other collective action which will stop or interfere with production or impair efficiency of operation.

ARTICLE 6 - MANAGEMENT:

- 6.01** Except where abridged by the specific terms of the Agreement, the management of all phases of the Company's operations and the selection and direction of its employees will continue to be vested exclusively with the Company.

ARTICLE 7 - UNION COMMITTEES AND STEWARDS:

7.01 The Union has the right to appoint or otherwise select a negotiating committee of not more than five (5) employees from among regular **full** time employees who have completed their probationary period of employment.

7.02 The Union shall notify the Company in writing of the names of committee members and stewards, including the member designated **as** Shop Chairman, who may be called upon the conduct negotiations, deal with grievances, etc. The grievance committee shall consist of not more than three (3) stewards, one of whom shall be the Shop Chairman. The griever will be present at **all** meetings held on the grievance, and shall not be counted **as** part of the grievance committee.

7.03 Employees of the Company who are appointed or otherwise selected to act **as** members of the Union Committee or **as** Stewards, have regular duties to perform. Such employees will not leave their work for the purpose of conducting any business on behalf of the Union without receiving permission from their immediate foreman. Such permission will not be unreasonably withheld. In consideration of stewards and Union committee members observing the terms of this section, they will be paid for time spent in meetings with the Company during working hours, excluding any conciliation or post-conciliation proceedings.

7.04 The Shop Chairman shall be assigned to a steady day shift job. In the matter of lay-offs or recalls, he shall be deemed to have the greatest seniority of any member of the bargaining unit provided he can perform the work required. He shall induct new members of the bargaining unit into the Union and shall present for signature the authorization forms for the deduction of Union dues and initiation fee. For this purpose and for other Union business related to the bargaining unit, he shall be allowed during a regular work week one (1) hour for three (3) days and two (2) hours for two days, scheduled at the beginning or end of the shift.

A room will be made available, upon request, for private discussions for discipline or dismissal interviews.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES;

8.01 All complaints and grievances shall be taken up in the following manner:

- a) If an employee has a complaint he wishes to bring to the attention of the Company, he shall take the matter up orally with his immediate Foreman. The employee may, if he wishes, be accompanied by his steward when discussing any complaint with his Foreman.

Within two (2) working days after a complaint has been brought to his attention, the Foreman will give his reply.

- b) If the reply of the Foreman is not satisfactory to the employee concerned, the complaint may be stated in writing and be submitted **as** a grievance to the Department Superintendent or his designate within three (3) working days following the Foreman's reply. The Department Superintendent or his designate will meet with the employee concerned and the Union Committee to discuss the grievance and will give his reply in writing within two (2) workings days after the said meeting.
- c) If the reply of the Department Superintendent or his designate is not satisfactory to the employee concerned, the grievance may, within five (5) working days following the date of the said reply, be submitted to the Production Manager of the Company. The Production Manager and/or such other persons **as** may be designated by the Company, will meet with the Union Committee to discuss the grievance. At this meeting, a full-time representative of the **Union** (Business Agent, etc.) may be present if his presence is requested by either party and, where possible, the Department Superintendent or his designate shall also be present. The Production Manager or his designate will give his reply to the grievance in writing, within five (5) working days after the said meeting has been held.

8.02 If a grievance is to be referred to arbitration, the request for arbitration **must** be made **within** twenty (20) days after the date of the Production Manager's reply to the grievance.

8.03 Any of the time allowance provided in this Article may be extended by mutual agreement between the parties concerned.

8.04 The Company may refuse to consider any complaint or grievance, the circumstances **of** which arose more than seven (7) working days before it **was** brought to the attention of the Company.

- 8.05** Failure on the part of the Union to observe its time limits will constitute withdrawal of the grievance, while failure on the part of the Company to comply with its time limits will result in automatic referral to the next step of the grievance procedure.
- 8.06** Any disciplinary notation placed against the record of an employee shall become null and void in considering any further disciplinary action after eighteen (18) months from the date of issue provided no notation for a similar or related offence **has** occurred during the same eighteen (18) month period.

ARTICLE 9 - GENERAL COMPLAINTS AND GRIEVANCES:

- 9.01** If the Company has a complaint with respect to the conduct of the Union, any of its officers, committee men or stewards, or a complaint that the Union or any of its members has violated the provisions of this Agreement, the Company will submit such complaint to the Union and it will be taken up at a meeting in the same manner **as** a Union complaint. If such complaint is not settled to the satisfaction of both parties it may be referred to arbitration.
- 9.02** If the Union has a claim that the Agreement **is** being violated or misinterpreted by the Company, a full-time representative of the Union or the Shop Chairman shall have the right to submit a grievance in writing, dated and signed, within fifteen (15) working days after the alleged occurrence. The discussion of such grievance shall commence at the Production Manager's step of the grievance procedure. The terms of this clause shall not be used to by-pass the right of individual employees to submit grievances in accordance with the procedures set out in Article 8 above.

ARTICLE 10 - ARBITRATION

- 10.01** Where a matter is referred to Arbitration, **a** single Arbitrator shall be selected by the parties. Should the parties fail to agree on the selection of an Arbitrator, the Ministry of Labour shall be called upon to appoint one. No Arbitrator shall be used twice in succession.
- 10.02** The parties will share equally the expense and fees of the chairman.

ARTICLE 11 - DISCHARGE CASES:

- 11.01 A claims by an employee that he has been unjustly discharged from his employment shall be treated **as** a special grievance, commencing at the Production Manager's stage of the grievance procedure, **if** a written statement of such claim is lodged with the Company within five (5) working days after the action has been taken by the Company.
- 11.02 Such special grievances may be settled by confirming the Company's action or by reinstating the employee with **full** compensation for time lost, or by any other arrangement which is just and equitable.
- 11.03 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 Company premises.
- 11.04 *All* suspensions or dismissals will be confirmed in writing within two (2) working days, with a copy given to his steward or designate.

ARTICLE 12 - SENIORITY:

- 12.01 An employee will not be considered to have entered the Company on a permanent basis, and will therefore have no claim to seniority until he **has** worked a total of thirty (30) days within a **six (6)** month period. Upon the completion of such probationary period, his seniority will then date back thirty (30) working days.
- 12.02 A seniority list based on the date each employee last commenced continuous employment with the Company shall be completed within thirty (30) days **of** the signing **of** this Agreement and revised at intervals of six (6) months. Copies of this list will be available to the **Union**.
- 12.03 a) In filling vacancies, new positions, and in matters of staff reductions and recalls, seniority on a plant wide basis shall be recognized by the Company provided, however, that the ability, job knowledge, efficiency and general physical fitness of the employees, **as** determined by the Company, are relatively equal.

12.03

- b) In the event an employee is subject to lay-off after exercising his displacement rights under (a) above and junior employee(s) will be retained, such employee will be provided with a retraining assignment. The employee shall select a position to which he will be assigned for retraining **from** among the junior employees to be retained. Such assignment will be a ten (10) day training period which can be extended for an additional five (5) days, or reduced, on mutual agreement with the Union. At the end **of** the assignment period, the Company will be the sole 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 into the Maintenance department.

- c) Steady day **shift** jobs, in the Maintenance, Janitors and **Shipping** departments are to be on a seniority basis within the department. The Company agrees to implement fixed shifts in the Bread, Roll Production and Wrapping departments. It is understood and agreed that in the Maintenance, Bread, Roll Production and Wrapping departments qualified employees are required on each shift. When increasing the work force, the recall will be done in the reverse order of layoff, provided the employee can meet the requirements of the job in five (5) working days.

12.04

Employees who have been laid off due to lack of **work** will be retained on the seniority lists for a maximum period of **fifty-two** (52) weeks following the date **of** lay-off.

12.05

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

- a) is discharged and not reinstated under the grievance or arbitration procedure **as** provided in Articles 8 and 10;
- b) voluntarily leaves the services of the Company;
- c) **is** laid off for **a** continuous period in excess of fifty-two (52) weeks;
- d) overstays any leave **of** absence which the Company may grant;
- e) if recalled to work after a lay-off, fails to report for work within forty-eight **(48)** hours after notice of recall, unless prevented from returning to work by verified illness or other justifiable cause.
- f) is absent without providing just cause.

- 12.06 Except in the case of emergency, the Company shall give forty-eight (48) hours notice of lay-off, but employees returning to work after authorized absence shall also give forty-eight (48) hours notice to the Company.
- 12.07 Unless notice is given at time of lay-off of a specific date for returning to work, notice of recall to employees on lay-off shall be made by telegram or registered letter directed to the last know address of the employee. An updated lay-off list shall be posted in the shipping area and lunch rooms.

ARTICLE 13 - LEAVE OF ABSENCE:

- 13.01 Leave of absence to attend Union conventions, courses and conferences will be granted without pay and without loss of seniority provided that notice of one (1) week is given the Company, and provided that not more than three (3) employees are absent for such purpose at any one time.
- 13.02 Leave of absence without pay and without loss of seniority for a period of up to three (3) months will be granted employees, provided that not more than two (2) employees per department from Bread, Rolls, Shipping, Janitors, and Wrapping, and not more than one (1) employee per department from Donuts, Pies, Garage, Maintenance and Receiving, may be absent for such purpose at the same time. Such leave of absence shall normally be granted **only** to employees who have completed a minimum of two (2) years of Company service. The employees concerned shall individually notify the Company at least four (4) weeks in advance of their scheduled date of departure. This leave of absence will be granted in addition to their regular vacation if requested. Employees who **qualify** for a leave of absence can apply all of their vacation entitlement against the time required.
- 13.03 Leave of absence for lesser period of time may be granted employees on compassionate grounds or for other legitimate personal reasons. Leaves of absence of this category shall be without pay and without loss of seniority, and shall normally be limited to a maximum of two (2) employees within the bargaining unit.
- 13.04 Any employees who works for another employer while on leave of absence will be deemed to have left the employ of Weston Bakeries Limited.
- 13.05 If an employee who has had a leave of absence within the previous calendar year requests a leave of absence, other applicants in his department shall be given priority over him.
- 13.06 The Union agrees to co-operate with the Company in preventing abuses of the foregoing leave of absence provisions.

ARTICLE 14 - JOB VACANCIES:

- 14.01** A permanent vacancy occurring in any job classification covered by this Agreement will be posted for a period of four **(4)** working days on each Departmental bulletin board. The Shop Chairman shall receive a copy of all job postings on the day of the posting.
- 14.02** The applicants for the posted job will be on a seniority basis, provided they have the mental and physical qualifications for the posted job. Where the mental and physical qualifications **are** equal, seniority shall be the determining factor. **An** employee shall have up to five **(5)** working days as a training period, and an additional five **(5)** working days to determine if he qualifies. Any difference of opinion will be settled through the grievance procedure. Should the applicant not qualify within the training period, he shall return to his previous job and the next **senior** person **who** applied shall be considered.
- 14.03** The job vacated by a successful candidate shall also be posted but no more than two **(2)** job postings shall be required because of an initial vacancy.
- 14.04** Jobs temporarily vacant because of authorized leave of absence or other valid reason will be filled in the first instance with the most convenient and qualified person immediately available. Such temporary jobs will be posted for a period of three **(3)** working days and the posting will indicate the expected length of time the job will be open. After the indicated time limit, the job will once again be posted as a temporary job. Temporary vacancies of not more than 30 working days will be posted in the department only. The company is not required to post a position due to a change in starting time unless the change is in excess of one **(1)** hour from the original starting time.
- 14.05** In the event an eligible employee is absent due to illness or vacation at the time **of the job** posting, he shall be considered with the other eligible employees, and if he is selected, the job will not be permanently filled until he returns to work. Prior to departure on vacation or authorized leave of absence, an eligible employee may, if he wishes, deposit with the Department Foreman and Shop Chairman a signed application for any job vacancies in specified classifications that may occur during his absence.

- 14.06** Positions outside of the bargaining unit do not come within the scope of this Agreement. However, for purposes of maintaining seniority in the bargaining unit, an employee accepting promotion or transfer out of the bargaining unit shall be subject to a probationary period of six (6) weeks. During this period, either the Company or the employee shall have the right to decide the suitability of the transfer. This probationary period may be extended a further six (6) weeks by mutual agreement between the Company and the Union. If the probationary period agreed upon is exceeded, the employee will, upon returning to the bargaining unit, be employed as General Help, and will not be permitted to exercise job bidding provisions until a further period of one (1) year has elapsed.
- 14.07** An employee will be permitted two (2) successful job bids as a result of the posting provisions in each year of the Collective Agreement. Where an employee posts to a job that requires a training period of more than five (5) working days, he will not be allowed another bid for a six (6) month period.
- 14.08** During the life of this Agreement, applicants for posted jobs shall not be required to take a written test.
- 14.09** Employees required by the Company to operate or repair new equipment will be give up to ten (10) working days of training with extensions to this period to be mutually agreed to between the Company and the Union.

ARTICLE 15 - BULLETIN BOARDS:

- 15.01** The Company agrees to make available to the Union a bulletin board for the posting of Union notices. All such notices shall be signed by a Union officer and shall be submitted to the Production Manager or his designate before posting.

ARTICLE 16 - BEREAVEMENT:

- 16.01** In the event of a death in the immediate family of an employee, the bereaved employee will be allowed time off to a maximum of five (5) working days without loss of pay when such absence is required to make arrangements for and to attend the funeral. For purposes of this Agreement, immediate family shall consist of spouse, children, parents, brother and sister. Three (3) days without loss of pay will be allowed to attend the funeral of the employee's parents-in-law. Two (2) days without loss of pay will be allowed to attend the funeral of the employee's brother-in-law, sister-in-law and grandparents.

- 16.02** When the parent, spouse of child of an employee dies and the employee is unable to attend funeral, the bereaved employee will be allowed up to three (3) working days without loss of pay for local religious ceremonies in connection with the death. Suitable evidence of the death will be required by the Company before payment of such days of absence is authorized.

ARTICLE 17 - JURY DUTY:

- 17.01** An employee who is required to serve on a jury or is subpoenaed **as a** witness for the Crown (not **as** a defendant) will be paid his full wages, provided he **turns** over to the Company the full amount received for jury duty pay. The employee will be required to report for work on any days he is not required to serve on the jury, report to the court room, or be a witness.

ARTICLE 18 - INJURY:

- 18.01** In the event an employee is sent home because of sickness or injury, he or she shall receive seven and one-half (7-1/2) hours of pay for that day.

ARTICLE 19 - WORK UNIFORMS:

- 19.01** Work uniforms consisting of four (4) sets of shirts and trousers for male employees and four (4) smocks for female employees will continue to be supplied by the Company. Replacements will be provided **as** required, to a maximum replacement scale of four (4) sets per year. Uniforms remain the property of the Company at all times.
- 19.02** The Company will also provide maintenance and laundering of uniforms, the schedule to be a freshly laundered uniform every second working day.

ARTICLE 20 - HEALTH AND SAFETY . LABOUR MANAGEMENT COMMITTEE:

- 20.01** a) The Company and the Union agree to foster and maintain high standards of safety with a view to reducing and eliminating wherever possible the causes of industrial accidents. Union representation on the Safety Committee will consist of one employee from each of the following departments.

- **BREAD**
- **ROLLS**
- **MAINTENANCE**
- **SHIPPING**

Minutes of any such meetings shall be posted.

- b) The parties hereby agree to appoint a joint Labour/Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and, if possible, provide understanding of matters of mutual interest between the parties. The number of representatives attending such meetings may be increased upon mutual agreement of the parties.

The committee shall meet from time to time **as** mutually agreed between the parties. Meetings will be held once every three (3) months unless otherwise agreed. A request for such a meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed for discussion. Such matters for discussion shall not include matters that are properly the subject **of** a grievance or negotiations and such discussions shall be conducted without prejudice to the rights **of** the parties under this Agreement.

- 20.02** Each full-time regular employee who purchases safety shoes for personal use **during** his working hours will be reimbursed by the Company to the extent of 100% of the cost, to a maximum reimbursement of Ninety Dollars (\$90.00) per calendar year effective August 15, 1992.

The Company **will** reimburse an employee a second time in a year to the maximum above in the event such foot protection has become damaged beyond repair in the performance of his work. Foot protection is mandatory for all employees.

ARTICLE 21 - MISCELLANEOUS;

- 21.01 Foremen and other supervisory personnel will not perform work that is normally done by employees in the bargaining unit except:
- a) in case of emergency;
 - b) where it is necessary to instruct or train employees;
 - c) where it is necessary to carry on experimental or development work;
 - d) where it is necessary to keep production operating because of the absence of regular employees from their jobs.
- 21.02 These provisions do not apply to the work of the Maintenance Department.
- 21.03 The Production Manager will issue written instructions to foremen that no work normally performed by members of the bargaining unit will be done by foremen (other than in the Maintenance Department) except under conditions specified in 21.01 (a), (b), (c) and (d) above.

ARTICLE 22 - SEVERANCE PAY:

- 22.01 Any full-time employee whose employment is terminated by the Company as a direct result of the closing of the plant or a portion of it shall receive severance pay as follows:
- Employees with less than five (5) years of service:
- Twenty-five (25) hours at the employee's current rate of pay for each full completed year of continuous service commencing with the second year.
- Employees with five (5) years of service or more:
- One (1) weeks regular pay at the employees current rate of pay for each full completed year of continuous service, to a maximum of twenty-six (26) weeks pay.
- 22.02 No employee will qualify for severance pay if he is offered employment elsewhere in the Company within an area of fifty (50) miles.
- 22.03 Employee who accepts severance pay shall forfeit all seniority rights.
- 22.04 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 accordance with government regulations, or in accordance with Article 22.01 above, whichever is the greater amount.

ARTICLE 23 - SCHEDULES:

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

Schedule "A" - DAYS AND HOURS WORK, OVERTIME, ETC.

Schedule "B" - PAID STATUTORY HOLIDAYS

Schedule "C" - VACATIONS

Schedule "D" - WAGE RATES AND CLASSIFICATIONS

ARTICLE 24 - DURATION

24.01 ~~This Agreement shall continue in effect up to and including the 12th day of August 1994.~~ Unless either party notifies the other party in writing during a period of not more than ninety (90) days and not less than thirty (30) days prior to the 12th day of August 1994, or any succeeding anniversary date, of its desire to determine or amend the Agreement, then it shall continue in effect from year to year thereafter.

SIGNED AT TORONTO, ONTARIO THIS 15 DAY OF January 1993

FOR THE UNION:

FOR THE COMPANY:

[Signature]

Bill [Signature]

Leo Tricassi

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE "A"

DAYS AND HOURS OF WORK. OVERTIME

A-1 Except as outlined in **A-2** and **A-3** below, the Company does not guarantee to provide work to any employee for regular assigned hours or for any other hours.

A-2 **WEEKLY GUARANTEE:**

Each regular full-time employee who has completed twenty-six (26) weeks of continuous employment with the Company shall be provided the opportunity to earn each week no less than the equivalent of thirty-seven and one-half (37-1/2) hours pay at his or her regular 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 shall 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 normal operations. In a week in which one or more paid statutory holidays occur, the guarantee of weekly hours shall be reduced accordingly.

A-3 The normal work week shall consist of five (5) days. Regular full-time employees who have completed their probationary period will be provided the opportunity to work no less than five (5) shifts of seven and one-half (7-1/2) hours each regular week, unless a major power failure, fire, flood, strike or other such circumstances prevent the Company from continuing its operations. In a week in which one or more statutory holidays occur, the number of shifts for which the Company undertakes to guarantee such daily hours will be reduced accordingly.

A-4 **OVERTIME:**

Overtime shall be payable to regular full-time employees for authorized hours worked under the following circumstances, but if applicable under more than one section it will be paid on the one section involving the greatest excess:

- a) Overtime shall be paid at the rate of one and one-half (1-1/2) the employee's regular straight time hourly rate:
 - i) In excess of seven and one-half (7-1/2) hours in any day.

- ii) In excess of thirty-seven and one-half (37-1/2) hours in any week.
 - iii) For hours worked on an employee's scheduled day off.
 - iv) For work performed on the sixth (6th) and/or seventh (7th) day of an employee's work week.
 - v) For work performed between 0001 hours Saturday morning and 2359 hours Sunday night.
 - vi) For work performed in excess of thirty (30) hours in a week of one statutory holiday, and in excess of twenty-two and a half (22-1/2) hours in a week in which two statutory holidays occur.
- b) Overtime shall be paid at the rate of two (2) times the employee's regular straight time rate.
- i) For work performed on the day observed by the Company for plant employees **as** a designated statutory holiday.
 - ii) For work performed on the calendar day publicly celebrated **as** a designated statutory holiday.

In no event shall an employee be paid at the overtime rate more than once for any hour worked in that week.

A-5 TIME OFF BETWEEN SHIFTS

Except in case of emergency or on the day when shifts are rotating, employees will be allowed a **minimum** of twelve (12) hours off duty between the end of one shift and the start of the new shift.

An employee's day off shall be a minimum of twenty-eight (28) hours between the end of the shift and the start of the next shift. An employee scheduled for two consecutive days off shall have a minimum of 52 hours off between the end of a shift and the start of the next.

A-6 LUNCH PERIOD:

Under normal conditions, an employee will not be required to have his lunch before he has worked three (3) hours from the start of his shift and the said lunch period will normally occur before he has worked five (5) hours. If for any reason an employee does not receive his lunch period, or does not receive it within the hours set out above, he shall be paid two (2) hours at his regular rate. Employees shall take their lunch period when instructed to do so, provided such instruction is within the terms of this Agreement.

A-7 REST PERIODS:

A paid rest period of fifteen (15) minutes shall be provided as close to the middle of each half shift as possible. If for any reason an employee does not receive his rest period, the Company shall pay him for one (1) hour at his regular rate for each rest period he did not receive. Employees shall take their rest period when instructed to do so, provided such instruction is within the terms of this Agreement.

A-8 LONGER SHIFTS:

- a) An employee required to work two (2) hours or more of overtime in one shift shall be allowed an additional paid rest period of twenty (20) minutes, and shall be given a meal allowance of \$3.50 through the regular payroll process. The additional rest period for longer shifts will be scheduled in the same sequence as followed in the earlier half-shift rest periods. If the majority of the employees on the shift have already received their additional rest period sequence by the time the overtime work is completed, the balance of the employees on the shift will be credited with the rest period time.
- b) Except in the case of emergency, or breakdown of equipment, overtime after the completion of daily hours as specified in Article A-3 shall be voluntary. However, there shall be no concerned or collective refusal to work such overtime as may be required to complete the work scheduled for the shift. The foreman and the Union steward shall jointly solicit volunteers as early as possible in the shift.
- c) Overtime will be allotted as evenly as possible among employees of each departmental shift who are available for the overtime work and are capable and willing to perform it.

● A-9 **CALL BACK PAY:**

An employee of the Maintenance Department who is called to work outside of his regular shift hours to meet emergency conditions will receive not less than three (3) hours pay at his overtime hourly rate.

A-10 The Company will post work schedules showing uniform starting times (except as provided for in A-5) throughout the week for each department and shift, by classifications.

Such work schedule may, at the discretion of the Company, be changed at intervals of no less than one (1) month. Revised work schedules showing new uniform starting times throughout the week will be posted one (1) week in advance of each change.

In individual cases, where an employee is otherwise scheduled to be laid off, and work which the employee is capable of performing is available in another department or classification at different hours, the parties agree that the uniform starting times provision will be waived.

- A-11 a) Members of the bargaining unit who are on lay-off will be given the first opportunity for any part-time **work** that may become available, provided they are able to perform such part-time work. If full-time work of a nature they are capable of performing becomes available, such part-time employees will be returned to the bargaining unit upon recall from lay-off. Full-time production employees at point of lay-off can displace employees on a part-time production basis providing they have the qualifications and seniority to do the job.
- b) Any employee on the seniority list who is placed on part-time shall be paid the classification wage rate in Schedule "D" appropriate to the work being performed.

A-12 WELFARE:

- a) The Company will pay the **full** cost of the premium charged for the following benefits for all full-time employees and their dependants. In the case of new employees the **full** cost will be paid commencing the first day of the calendar month immediately following the completion of thirty (30) days of work.

Group Insurance (consisting of Group Life Insurance, Accidental Death & Dismemberment, Major Medical and Weekly Sickness Indemnity).

A-12

- b) The Weekly Sickness Indemnity benefit will be 66-2/3% of the employee's normal weekly earnings, with the minimum benefit at \$300.00 per week and the maximum, from all sources, becoming the current U.I.C. maximum benefit and continuing on a 1/1/4/39 basis. The Company will pay the full cost of the premium for this coverage and will retain any recovery forthcoming from any wage loss replacement submission.

The Company will initiate a continuing disability program for employees who become disabled October 1, 1980 or later as follows:

An employee, during a continuous period of disability, will receive thirty-nine (39) weeks of Weekly Indemnity benefits at the current rate and will then be processed under the fifteen Unemployment Insurance Commission Program followed by a fifty (50) week period covered under the current Weekly Indemnity rate noted above. This will provide a total period of one hundred and four (104) weeks.

- c) Effective August 13, 1989, the Company will introduce a Long-Term Disability Plan which will provide a gross monthly payment of \$1,100.00 effective October 1, 1992 and \$1,200.00 effective August 13, 1993.
- d) Effective September 1, 1990, the Group Life Insurance and A.D.&D. coverage will be \$19,000.

Effective August 13, 1991, the Group Life Insurance A.D.&D. coverage will be \$20,000. An employee terminating from the Company may arrange conversion privilege for the Life Insurance amount so long as such application is within thirty-one (31) days of separation.

- e) The Major Medical Plan will provide 100% payment of prescription drug costs after a deductible of \$10 (single) or \$20 (family) per year to a maximum of \$5,000.00 per year per person.
- f) Employees on authorized leave of absence will have their Group Insurance premiums paid by the Company for the calendar month in which the absence originates and for the next calendar month. The Company will continue to provide benefit coverage for employees on worker's compensation or receiving short-term disability payments for a maximum of thirty-nine (39) weeks. Laid-off employees will receive coverage to the end of the month in which the lay-off occurs.

Dental Care Plan

- g) The Dental Care Plan established by the Company will continue to operate. The benefits will be to the current O.D.A. Schedule of Fees and the overall maximum will be increased to \$1,300.00.

Optical Plan

- h) The Optical **Plan** provides a pair of glasses (to a maximum of \$130.00 effective October 1, 1992 and \$135.00 effective August 13, 1993) every **two (2)** years for covered employees and eligible dependants. Contact lenses will be considered on the same basis **as** prescribed lenses.

Pension Plan

- i) Effective September 1, 1990, the benefit formula will be increased to Eleven dollars (\$11.00) per month for all credited service, subject to the present twenty-five (25) year maximum (maximum benefit \$275.00). Effective August 13, 1991, the benefit formula Will be increased to Twelve dollars (\$12.00) per month for credit service, subject to the present twenty-five (25) year maximum (maximum benefit \$300.00). Effective January 1, 1993, employees will be enrolled in the Weston Pension Plan. Membership will be compulsory.

- A-13** Employees can earn attendance credits for each three (3) full months of perfect attendance. This will be a rolling three (3) month period starting with the first day, August 16, 1992 and then the first day an absent employee returns.

Employee Credits

- 1st full three (3) months - 1/2 day pay
- 2nd full consecutive three (3) months - 1 1/2 days pay
(total six (6) months)
- 3rd full consecutive three (3) months - 2 1/2 days pay
(total nine (9) months)
- 4th full consecutive three (3) months - 4.0 days pay -OR- 5.0 days paid vacation
(total twelve (12) months)

Credits are paid out on first day of absence or in the case of no absence (twelve (12) months of perfect attendance) four (4) days pay to be received within 30 days. Vacation to be selected by mutual arrangement with supervision and will be in addition to vacation entitlement.

General administration details and guidelines to be mutually agreed upon between the Company and the Union.

SCHEDULE "B"

PAID HOLIDAYS

B-1 The following days are designated as holidays:

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

There will be one "Floater" holiday. The date of observance to be designated by the Company and announced at least **six (6)** weeks in advance of its observance.

B-2 Subject to the discretion and control of the Company the day prior to each **of** the above holidays may be declared as the Holiday.

B-3 The Company will pay employees for holidays at their regular hourly rate **of** pay multiplied by one-fifth (1/5) **of** the regular weekly hours, provided:

- a) an employee has completed his probationary period;
- b) an employee works his full shifts on the scheduled working days next preceding and succeeding a holiday. An exception to this rule may be made if an employee **was** absent from work because of :
 - i) verified personal illness;
 - ii) death in his immediate family;
 - iii) lay-off for either or both **of** the said shifts only;
 - iv) being granted permission by the Superintendent to be absent on either or both of the said shifts.

B-4 If a paid holiday falls within an employee's vacation period, he will be given **the** option of taking an additional day off or payment for the **day**. **If** an employee is receiving Weekly Indemnity payments and a holiday falls during that period, he will be paid the difference between Holiday pay and Weekly Indemnity to a maximum of 2 times per calendar year.

WESTON BAKERIES LIMITED

B-5 An employee required to work on the day celebrated as the holiday will be paid according to provisions specified in A-4.

B-6 In addition to the days designated in B-1, above, each employee who qualifies under the terms of B-3 shall be given a day off with pay of seven and one-half (7-1/2) hours on the date of his birthday. If his birthday date falls on a non-working day, he shall be given another day off with pay. In the event a new statutory holiday is proclaimed and such holiday becomes generally observed in the baking industry, it may, by mutual agreement between the parties, replace the employee's birthday as a paid holiday.

SCHEDULE "C"

VACATIONS

- C-1** Vacations with pay will be granted on the basis of continuous service with the Company prior to July 1st of each year.
- | | |
|------------------------------------|---|
| a) Under five (5) Years | In accordance with the Employment Standards Act |
| b) Five (5) Years and Over | Three (3) weeks |
| c) Ten (10) Years and Over | Four (4) weeks |
| d) Seventeen (17) Years and Over | Five (5) weeks |
| e) Twenty-four (24) Years and Over | Six (6) weeks |
- C-2** Employees entitled to three (3) weeks of vacation or less will, upon request, have a maximum of two (2) consecutive weeks scheduled during the regular summer vacation period.
- C-3** Employees with more than three (3) weeks of vacation can select all of their entitlement excluding one (1) week, during the regular summer vacation period, i.e., within the period from May 15th to September 30th.
- C-4** Notification for vacation selection will be posted by January 15th. Selection under C-2 and C-3, above, will be completed by February 28th. Balance of vacation entitlement will be completed by March 15th. Employees failing to select vacation dates by the due dates will be assigned vacation dates by their supervisor.
- C-5** Employees with less than a year of Company service shall receive, effective July 1st, vacation pay in accordance with the Employment Standards Act for the Province of Ontario.
- C-6** Vacation pay on termination will be in accordance with the terms of the Collective Agreement.

- C-7** Vacation pay shall be calculated on the basis of 4%, 6%, 8%, 10% or 12%, as applicable, of the employee's earnings shown on his T-4 Income Tax Slip. For purposes of calculating vacation pay, the Company-paid welfare benefits which are, or may become, subject to personal income tax in the case of the employee, shall be excluded.
- C-8** A vacation list will be posted by March 31st of each year.
- C-9** Vacation schedules will be established with a view to maintaining an efficient working force at all times. Within these limitations, employees with the greatest seniority will be given preference as to vacation dates.
- C-10** Vacations shall not be cumulative from year to year, and employees will be required to take the vacation to which they are entitled.

SCHEDULE "D"WAGE RATES AND CLASSIFICATIONS**D-1**

	<u>EFFECTIVE</u> <u>AUG. 13, 1992</u>	<u>EFFECTIVE</u> <u>AUG. 13, 1993</u>
Machinist "A"	\$19.89	\$20.29
Electrician "A"	19.84	20.24
Maintenance Mechanic "A"	19.79	20.19
Maintenance Mechanic "B"	18.58	18.98
Stock Room Controller	18.10	18.50
Dough Mixer	18.05	18.45
Head Receiver	17.95	18.35
Pan-0-Mat Operator	17.95	18.35
Model K Roll Line	17.95	18.35
Proofer & Oven Operator Roll Line	17.95	18.35
Packaging Dept. Set Up Oper. Roll Line	17.95	18.35
Ingredient Man	17.95	18.35
Oven Proofer Operator	17.85	18.25
Moulder Operator	17.85	18.25
Divider Operator	17.85	18.25
Wrapper Set Up Operator	17.85	18.25
Painter	17.85	18.25
Head Shipper/Wrapper	17.85	18.25
Pan Stack/Unstack Machine Roll Line	17.85	18.25
Set Up Man Roll Line	17.85	18.25
Packaging Machine Operator Roll Line	17.85	18.25
Wrapper Machine Operator #2	17.75	18.15
Oven Feed	17.75	18.15
Receiver	17.75	18.15
Order Assembler	17.75	18.15
Mechanic's Helper	17.75	18.15
Handyman	17.75	18.15
Machine Stripper & Cleaner	17.75	18.15
Infeed Operator Roll Line	17.75	18.15
Packer/Counter New Roll Line	17.75	18.15
Straightener Roll Line	17.75	18.15
Packers Roll Line/Bread Line	17.75	18.15
General Help Heavy Duties	17.65	18.05
General Help Light Duties	16.92	17.32

D-2 Students hired as summer vacation replacements in any department shall be paid \$10.85. Effective August 13, 1991, this shall be increased to \$11.70 per hours.

No student hired as summer vacation replacement shall be assigned to steady day work in either the Janitor or Shipping Departments if regular seniority employees in that department are available for and wish to work the day shift.

D-3 General Help shall include Porter, Packer, Stacker, Carton Sorter, Sanitation Man, Truck Washer, etc.

D-4 A Relief Man shall be paid Twenty cents (\$0.20) per hour above the highest rate relieved.

D-5 New employees shall be paid Fifty cents (\$0.50) below the rate for their classification. An adjustment of Twenty-five cents (\$0.25) shall be made after the new employee has completed forty-five (45) days of work, and he shall be brought to the job rate upon the completion of a further forty-five (45) days of work.

D-6 The Company agrees to reimburse replacement of required tools broken or worn out by Maintenance Department employees while performing their regular maintenance duties, to a maximum of Three Hundred and Five Dollars (\$305.00) per calendar year. All broken tools must be returned to the Maintenance Supervisor before reimbursement will be made. Effective August 12, 1993, the Tool Allowance will be increased to Three Hundred and Ten Dollars (\$310.00).

D-7 A night premium of Seventy cents (\$0.70) per hour shall be paid for the authorized hours an employee actively works between 6:00 P.M. and 6:00 A.M. This night premium shall be calculated separately and shall not be added to an employee's regular hourly rate for the purpose of computing overtime. The premium will be increased to Seventy-Five cents (\$0.75) effective August 13, 1993.

D-8 Employees with updated and current certification in first aid who are designated for duty during a shift will receive an allowance for Five cents (\$0.05) per hour.

D-9 Wherever the male gender is used in this Agreement, it shall apply equally to all employees, whether male or female.

October 13, 1982

Mr. Moms Zimmerman
International Vice-president
Bakery, Confectionery & Tobacco
Worker's International Union
58 Danby Avenue
Downsview, Ontario
M3H 2J4

Dear Mr. Zimmerman:

RE: EMPLOYEE NON-CONTRIBUTORY PLAN

As discussed and agreed during the recent Toronto Plant negotiations the Company undertakes to establish a new and separate plan for this bargaining unit which will provide a benefit at least equivalent to the \$200.00 per month benefit level (i.e. after 25 years of Company service) reference during these negotiations. The plan will be a non-contributory plan, compulsory participation for all employees.

The details will be negotiated between the two (2) parties. Such negotiations will commence within two (2) months following ratification, the plan to become effective January 1, 1984 and not subject to renegotiation for five (5) years.

Those employees who are on the present Company contributory plan will maintain legal entitlements accrued up to and including December 31, 1983 at which time the contributory plan will be supplanted by the new non-contributory plan.

Yours truly,

G. Dalcourt
Vice President Personnel

January 15, 1986

Mr. Ron Piercy
Business Agent
B.C.T.
4174 Dundas Street W.
Toronto, Ontario
M8X 1X3

Dear Mr. Piercy:

The Company will commence to make payments to eligible retirees (i.e. those who retired subsequent to July 20, 1985) and to future eligible retirees, payments equal to those required under the pension plan ~~until~~ the actual plan is established including all back payments owing.

These payments will represent the Company's complete obligation in respect to the Pension Plan.

Payments will commence no later ~~than~~ March 1, 1987 or sooner if practical.

Yours truly,

Paul Proulx
Director, **Human** Resources
& Labour Relations

January 15, 1987

This letter shall confirm the following understanding reached during negotiations.

1. Should current production scheduling fail to meet consumer or market needs, the Union agrees to meet with the Company to resolve those problems.

2. The Company agrees to delay implementation of weekend work until March 1, 1987 to enable both parties to meet and discuss issues with respect to the implementation.

FOR THE UNION:

FOR THE COMPANY:

August 15, 1988

Mr. Ron Piercey
Business Representative
Bakery, Confectionery & Tobacco
Worker's International, Local 264

Dear Mr. Piercey:

This letter will acknowledge the understanding reached at negotiations to add Twenty-five cents (\$0.25) an hour to the job classification that the Chief Steward is classified in for as long as he is in the classification.

This is effective the date of ratification.

Yours truly,

Paul Proulx
Director of Labour Relations

August 11, 1992

LETTER OF UNDERSTANDING

The following is the agreement reached at negotiations regarding the premium for hours worked between 00:01 Saturday **morning** and 23:59 hours Sunday night.

Employees **will** be paid \$4.50 for each hour worked.

The above rate will be paid instead of the formula of 1 1/2 times the regular hourly rate.

*An employee working a Saturday or Sunday as a 6th or 7th day **will** not receive the premium in addition to time and 1 1/2.

This agreement **will** remain in force for the term of this Collective Agreement.

FOR THE UNION

FOR THE COMPANY
