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No. OF EMPLOYEES	18		
NOMBRE D'EMPLOYÉS	18		

COLLECTIVE AGREEMENT

BETWEEN

THE HOSTESS FRITO-LAY COMPANY

CAMBRIDGE, ONTARIO

AND

**RETAIL, WHOLESALE BAKERY AND CONFECTIONERY
WORKERS' UNION, LOCAL 461**

CHARTERED BY

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
AFL-CIO-CLC**

TRANSPORT DRIVERS

1991-1994

MAY 13 1994

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COLLECTIVE AGREEMENT

Between
THE HOSTESS FRITO-LAY COMPANY,
CAMBRIDGE, ONTARIO
(Hereinafter called the "Company")

And

RETAIL, WHOLESALE BAKERY AND CONFECTIONERY
WORKERS UNION, LOCAL 461
of the
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION
AFL-CIO-CLC
(Hereinafter *called* the "Union")

ARTICLE 1 - OBJECT OF AGREEMENT

- 1.01** The purpose and the intent of ~~this~~ Agreement is to provide co-operation and harmony, and to provide a channel through which information and adjustment of problems may ~~be transmitted from~~ one to another, ~~as well as to cover hours, wages and working conditions.~~
- 1.02** It is further agreed that the development of a proper relationship ~~can~~ only ~~be~~ achieved and maintained by a reasonable and sensible approach, recognizing that the ~~best~~ possible working conditions are the objective of both parties.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company ~~recognizes~~ the ~~Union~~ as the sole and exclusive bargaining agent of employee Transport Drivers of The Hostess Frito-Lay Company at Cambridge, Ontario save and except ~~supervisors, persons above the rank of supervisors, office, clerical and technical staff, sales staff, persons~~ regularly employed for not more than twenty-four (**24**) hours per week and students-employed during the school vacation period.
- 2.02** Persons not in the bargaining ~~unit~~ may ~~perform~~ any ~~work~~ assigned to them by management unless it prevents the recall of laid-off employees where the recall would ~~be~~ for more than ~~two~~ (**2**) weeks.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** There shall ~~be~~ no discrimination by the Company or the Union against an employee because of ~~race, creed, age, colour, sex,~~ marital status, nationality, ancestry, or place of origin, or religious, political or Union beliefs.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union acknowledges the right of the Company to ~~manage~~ its business in all ~~respects,~~ to direct the work force, and to introduce new or improved methods and facilities.

- 4.02 The Union further acknowledges that it is the function of the Company to hire, promote, demote, transfer and lay-off employees, and to suspend, discipline and discharge employees for just and sufficient cause. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set forth herein.
- 4.03 The listing of specific rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any of the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Company in the past.

ARTICLE 5 • UNION SECURITY AND REPRESENTATION

- 5.01 The Company agrees to deduct from the pay entitlement drawn by the Company and payable to each employee coming within the scope of the bargaining unit, the regular weekly Union dues, and remit same to the Union prior to the 15th day of the month following the month in which such deductions are made, and shall at the same time, submit a list of names of the employees from whose pay such deductions have been made, and also those employees absent for ten (10) days or more in the month due to sickness or accident.
- 5.02 In event that Union dues are increased during the term of this Agreement, the Company shall be given fourteen (14) days' prior notice.
- 5.03 The Union shall indemnify and save harmless the Company, including its agents and employees, from any and all claims or actions, brought by an employee arising out of or in any way related to the deductions made in accordance with this article.
- 5.04 The Company agrees that upon receipt of written authorization, it will deduct the initiation fee from the wages of an employee joining the union after the ratification of this Agreement.
- 5.05 All employees as of the signing of this Collective Agreement who are members of the Union, and all employees who become members after such date, shall remain members of the Union.
- 5.06 The Company agrees to recognize employees of the Company (excluding probationary employees), elected or appointed as Stewards to deal with matters under the scope of this Agreement. There shall be a maximum of one (1) Steward for every twenty-five (25) employees in the bargaining unit, plus a chief steward.
- 5.07 if an employee so desires, he may be accompanied by the Steward or Chief Steward when being interviewed by a management representative relating to a serious breach of conduct, or is given an official reprimand, or is demoted, suspended or discharged.
- 5.08 No Steward or member of a Union committee shall leave his post of duty during his normal working hours to discuss grievances with employees and/or Union Representatives without first receiving permission from his immediate Supervisor. This permission will not be unreasonably withheld. The Company agrees to pay the regular hourly rate for time so spent, or for time spent in meeting with the Company.
- 5.09 The Company shall provide a bulletin board for the use of the Union upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. The contents of such notices shall not contain anything detrimental to Company interests.

- 5.10 The Business Agent ~~or~~ other known Executive of the Union may make arrangements with the Plant Manager ~~or his~~ appointee to enter the plant during business hours to interview employees for the purpose ~~of~~ hearing grievances. It is understood that such visits will be ~~timed to cause as~~ little disruption ~~as possible~~ to the normal conduct of business. It is further understood that Representatives of the Union will comply with Company regulations and restrictions.
- 5.11 The Company agrees ~~to recognize~~ a Negotiating Committee ~~of~~ up to two (2) employees, all members of the bargaining unit, for the purpose of negotiating amendments to this Collective Agreement. Providing sufficient notice is received, ~~time off~~ without pay will be granted to members of ~~this~~ Committee for preparation and negotiating purposes.
- 5.12 It is understood that the Company is currently sub-contracting work, however it is agreed that the Company will not increase this practice to the detriment of the Current drivers.

ARTICLE 6 - CO-OPERATION

- 6.01 During the ~~term~~ of this Agreement the Company agrees that there shall be no lock-out of employees and the union agrees that there shall be no strike.

Neither the Union, nor any of its stewards, officers ~~or~~ representatives, shall order, encourage ~~or~~ support a slow-down or a walk-out.
- 6.02 No employee shall conduct Union activities during working hours except as specifically permitted in this Agreement.

ARTICLE 7 - ADJUSTMENT OF GRIEVANCES

- 7.01 Should any difference ~~arise~~ between the Company and ~~any~~ of the employees, ~~or~~ between the Company and the Union, ~~as~~ to the interpretation, application or alleged violation of any of the provisions of the Agreement, ~~an earnest~~ effort shall be made to settle such differences without undue delay in the following manner:

Step One:

The employee concerned, accompanied by the ~~steward~~ or chief steward if he so desires, may within five (5) work days ~~after~~ the incident giving ~~rise to~~ the grievance ~~occurs~~ take the matter up with ~~his~~ immediate supervisor (either ~~verbally~~ or in writing) who shall give his answer within three (3) work days. Should the grievance not be satisfactorily settled then:

Step Two:

The Chief Steward, along with the grieved employee and the Steward may present the grievance in writing to the ~~Human~~ Resources Manager, the Manager of the department and the ~~Supervisor~~ within six (6) work days after the Company decision ~~has~~ been received at Step One. The Company will render its decision in writing within three (3) work days following the Step Two meeting. Should the grievance not be satisfactorily settled then:

Step Three:

The Unit Chairperson, the Chief Steward, the grieved employee and his Steward, along with a full-time Representative of the union shall meet with the Human Resources Manager and Representatives of Management within fifteen (15) work days after the decision has been received at Step Two. The Company will render its decision within six (6) work days following such meeting. Should the grievance not be satisfactorily settled, then it may be dealt with as hereinafter provided by Arbitration.

- 7.02** The time limits mentioned in Article 7 may be extended by mutual agreement between the Human Resources Manager and the Chief Steward.
- 7.03** In the case of a wage grievance, the matter shall be taken up within seven (7) calendar days after the employee received his pay cheque for the period in which the grievance occurred.
- 7.04** Any difference arising directly between the Company and the Union as to the interpretation, application or alleged violation of any of the provisions of this Agreement may, if deemed necessary, be submitted by either party to the other at Step Three of the grievance procedure, within thirty (30) calendar days from the date on which the matter at issue arose.
- 7.05** In the event that an employee is suspended, discharged or involuntarily terminated from his employment, and believes that the action is without just and sufficient cause, or is in violation of any of the provisions of this Agreement, such action may, if deemed necessary, be taken up at Step Three of the grievance procedure, provided however, the grievance is filed within seven (7) calendar days from the date of said action. In such cases, the employee will be advised in writing, with a copy to the Union, of the reason for his suspension or dismissal within two (2) work days following the decision.
- 7.06** The Company shall not be required to recognize a grievance submitted by an employee after five (5) work days have elapsed from the date of the incident.
- 7.07** Any grievance not appealed from the decision in any step of the Grievance Procedure within three (3) work days, shall be considered settled on the basis of the last decision.
- 7.08** Should the Company and the Union fail to reach agreement upon any grievance dealt with by them, then either party may refer it to a Board of Arbitration within fifteen (15) calendar days after receiving the reply of the Company at Step Three as follows:
- 7.09** The Board of Arbitration shall consist of three (3) arbitrators, one to be appointed by each party to this Agreement and the third to be selected by the two so appointed. The party desiring Arbitration shall then appoint his arbitrator and shall give notice in writing to the other party of such appointment. After receiving such notice in writing, the other party shall appoint an arbitrator and give notice in writing to the other party within ten (10) calendar days. In the event of the two arbitrators so appointed being unable to select a third arbitrator able and willing to act, either party may apply to the Ontario Labour/Management Arbitration Commission to appoint a Chairman of the Arbitration Board. The Board of Arbitration so constituted of three (3) members shall then forthwith consider and determine the matters in issue which have been submitted to them for disposal and the decision of a majority of the members of the Arbitration Board shall be final and binding on all parties concerned.

- 7.10 No matter shall be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.11 The arbitration board shall not make any decision inconsistent with this Agreement, nor alter, modify or amend any part of this Agreement, but shall only consider the question in dispute.
- 7.12 In the case referred to in Article 7.05, the arbitrator has the discretion to uphold the Company's action or impose such other penalty as he deems appropriate in the circumstances.
- 7.13 The cost of the arbitrator shall be shared equally by the parties. Each party will pay its own costs, including those of its representatives.
- 7.14 A copy of all written reprimands issued to an employee will be sent to the Unit Chairperson and Chief Steward. Such reprimands will be reviewed within three (3) months from issue, however such letter will not remain on an employee's file for longer than one (1) year unless there has been a further written reprimand.

ARTICLE 8 - SENIORITY

8.01 Seniority is the principle of granting preference to employees in accordance with an individual's accumulated service, but only when an employee has the qualifications necessary to fill the normal requirements of the job in a competent manner. Seniority rights will apply only to the extent expressly provided in this agreement.

8.02 An employee will be considered on probation until he has completed sixty (60) days of actual work within a six (6) month period in the service of the Company. If found suitable, and on completion of the probationary period, the name of the employee will be placed on the seniority list dating back to the first day of the sixty (60) day probationary period.

Probationary employees will not have recourse to the grievance and arbitration procedure.

8.03 In cases of lay-offs for lack of work and in recall, seniority shall govern and shall be subject to the matter of qualifications referred to in Article 8.01.

8.04 The Company shall prepare and post the seniority list and send a copy to the Union. the list shall be revised every six (6) months.

8.05 In event an employee is laid off for lack of work, such employee shall retain his seniority for a period of twelve (12) months, and be entitled to recall. Within forty-eight (48) hours of being advised of a recall, such employee must notify the Company of his intent to return to work and make himself available for work within seven (7) calendar days after receiving such notice, providing the recall is for more than two (2) weeks.

Subject to the provisions of the respective Benefit Plans, participation on such plans will terminate at the end of six months from date of lay-off.

8.06 Termination of employment and loss of seniority shall be deemed to have occurred if an employee:

- (a) resigns;

- (b) retires;
- (c) is discharged for just cause and is not reinstated;
- (d) fails to return to work in accordance with the provision of Article **8.05**;
- (e) fails to return to work after the completion of a leave of absence on the date mentioned in the signed leave of absence form unless a reason satisfactory to the Company is given by the employee;
- (f) is absent for three (3) consecutive work days without permission of the Company, unless the employee was absent for reasons beyond his control;
- (g) is on continuous lay-off for a period of twelve (12) months;
- (h) has received termination allowance in accordance with Article 15.

8.07 When an employee is transferred out of the bargaining unit to a supervisory position, he shall retain his classification seniority in the bargaining unit for twelve (12) calendar months. In the event that such employee does not return to his former position within twelve (12) calendar months, he shall lose his seniority standing in the bargaining unit. Should an employee, after the lapsing of twelve (12) calendar months, be transferred by the Company back into the bargaining unit, he shall be credited with twelve (12) months seniority, or such other seniority as mutually agreed between the Company and the Union Committee.

8.08 An employee from the Cambridge location without bargaining unit seniority may be transferred into the bargaining unit by the Company and credited with twelve (12) months seniority, or such other seniority as mutually agreed between the Company and the Union Committee.

8.09 In the event of transfer of operations to this plant from other Hostess Frito-Lay plants, employees possessing particular skills required by the operation shall be allowed to transfer into the bargaining unit with one (1) month's seniority or such other seniority as mutually agreed between the Company and the Union Committee.

8.10 Any break in seniority described in 8.06 above shall cancel seniority previously accrued. New seniority can be acquired after such breaks only after re-employment, in which case seniority shall date from such re-employment.

8.11 In time of war, seniority shall not be broken by reason of active service in the Canadian Armed Forces.

ARTICLE 9 - VACATIONS WITH PAY

9.01 The Company shall grant to all employees covered hereunder vacations with pay as follows:

Employees who have completed one (1) or more years of service with the Company shall be entitled to two (2) weeks' vacation, with pay based on 4% of their gross earnings in the previous calendar year.

Employees who have completed five **(5)** or more years of ~~service~~ with the Company shall be entitled to three **(3)** weeks' vacation, with pay based on 6% of their **gross** earnings in the previous calendar year.

Employees who have completed ten **(10)** or more years of ~~service~~ with the Company shall be entitled to four **(4)** weeks' vacation, with pay based on 8% of their **gross earnings** in the previous calendar year.

Employees who have completed twenty (20) or more years of service with the Company shall be entitled to five **(5)** weeks' vacation, with pay based on 10% ~~of~~ their **gross** earnings in the previous calendar year.

Employees who have completed twenty-five **(25)** or more ~~years~~ of ~~service~~ with the Company shall be entitled to six **(6)** weeks' vacation, with pay based on 12% of their **gross** earnings in the previous calendar year.

For each week of vacation, an employee will receive a minimum of **his** current weekly salary, providing the employee **has** worked during the calendar year in which the vacation is taken.

- 9.02** Employees shall receive their vacation **pay** on their fast regular pay day prior to their vacation.
- 9.03** If a paid holiday **falls** within an employee's vacation, the employee shall at their option receive a day's pay in lieu of the holiday, or a mutually **agreed** alternate day.
- 9.04** Each employee may request their choice of vacation weeks **and** such vacations, if submitted by May 1st, will be allocated on a classification seniority **basis** subject to Article 9.05. **Those** failing to designate their preference **by** May 1st shall receive vacations in times not already allocated. **An** employee may request **his** vacation at any time during the calendar year, except for the month of December.
- 9.05** Each employee may receive **three** (3) weeks of their entitlement between June 1st and September 30th of the calendar year. **If** an employee is entitled to more **than** three (3) weeks vacation, consideration for subsequent **week(s)** within this period will be given to such employee after the selection for the initial three **(3)** weeks of vacation is completed.
- 9.06** Vacations may not be postponed from one year to another and **made** cumulative. However, an employee entitled to **three** (3) or more **weeks'** vacation, may **postpone** one **(1)** week to be taken in the succeeding year. Six **(6)** weeks' vacation in a calendar year is the maximum entitlement, and therefore any postponed week must be taken before the calendar year in which the employee becomes entitled to **six** (6) weeks of vacation.
- 9.07** Once the vacation schedule is approved **by** the Company, the employee's vacation cannot be changed without the **consent** of the employee and the Company.

ARTICLE 10 - PAID HOLIDAYS

10.01 The following paid holidays shall be **observed**:

New Year's Day	Labour Day
Good Friday	ThanksgivingDay
Victoria Day	Day before Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Day before New Year's Day	

There shall be one **(1)** additional paid holiday, the **observance** of which shall **be** determined from year to year by the Company, **after** consultation with the Union Committee.

10.02 To be compensated for a paid holiday, **an** employee must have worked the full **required** shift immediately prior to and following the day declared by the Company to be the paid holiday, **unless** such **absence** is **excused** by the Company. **Absence** due to illness will require a doctor's certificate.

10.03 If a paid holiday falls **on** a Saturday **or** a Sunday, then the holiday shall be observed **on** either the Friday prior to the holiday or the Monday after the holiday.

10.04 **An** employee who works on a paid holiday will receive **his** holiday pay and in addition, he will be paid at the rate of double **(2)** **his** regular rate for all hours worked.

ARTICLE 11 - BEREAVEMENT ALLOWANCE AND JURY PAY

11.01 **An** employee absent due to a death in his family during periods when he is both scheduled and available for work shall receive the following entitlement for time lost during the period between death and three **(3)** calendar days following the funeral:

Up to three **(3)** days in the case of mother, father, sister, brother, children, **spouse**, parents-in-law, stepmother, stepfather, step children.

Up to one **(1)** day in the case of grandparents, grandchildren, brother-in-law, sister-in-law.

Employees may **be** permitted **two** **(2)** extra days of leave in the event of long distance travelling but such extra days shall **be** granted without pay.

11.02 When an employee is called upon to serve on a jury or subpoenaed to appear **as** a witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate, provided:

- a) the employee furnishes proof of services by a statement of earnings supplied by the Court;
- b) provides the Company with at least **forty-eight** (48) hours notice of when he is to report **or** immediately on notification;
- c) returns to work if he is called and not kept; however, he shall not be required to report for work if **less** than two **(2)** hours of his normal shift remains to **be** worked;

- d) such duty falls on a regularly scheduled work day the employee would have worked.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01** The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to their Human Resources Manager, stating the reasons for such request and the proposed duration. The employee shall be advised of the Company's decision in writing at least fourteen (14) calendar days prior to such commencement date. Leaves of absence will not be unreasonably withheld.
- 12.02** An employee elected as a delegate to a Union Convention shall, upon request in writing received by the Company at least fifteen (15) calendar days prior to the commencement date of the leave, be granted a leave of absence without pay not to exceed three (3) weeks without a break in continuity of Company service. The three (3) weeks of leave may be extended at the discretion of the Company. It is agreed that no more than one (1) member of the Union be granted such leave.
- 12.03** A request for leave of absence because of pregnancy should be submitted to Human Resources at least four (4) months before the expected delivery date, and be accompanied by a written note from the attending physician indicating the expected date of birth and his recommendation that the employee is physically able to continue working.
- The Company will allow parental leave to eligible employees in a manner consistent with the Employees Standards Act of Ontario.
- 12.04** An employee who is adopting a child will be granted a leave of absence without pay, for such time as is necessary to fulfill the legal adoption requirements.
- 12.05** All leaves of absence will be granted without loss of seniority, however leaves of absence will not be granted for the purpose of allowing an employee to take another position, try out new work or venture into business for himself. His leave of absence shall be cancelled, and his employment shall be terminated if he engages in activities other than those for which the leave was granted.
- 12.06** An employee selected to work on a full-time basis for the Union will, subject to the operating needs of the business, be granted a leave of absence without pay 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, and not more than one (1) employee shall be granted such leave concurrently under this Article.

ARTICLE 13 - LAY-OFF AND RECALL

- 13.01** If a reduction of staff or lay-off becomes necessary, employees will be laid off in the following order:
- (a) employees on probation
 - (b) employees in reverse order of their classification seniority providing the employees retained are able to perform the work available without training, and in a competent manner.
- 13.02** The Company will not be obligated to apply classification seniority provisions or notice in any lay-off which does not exceed three (3) consecutive work days. Any recall during the balance of the week will be in the reverse order of the lay-off under this clause.

- 13.03 Except in an emergency, all employees (excluding employees on probation) laid-off in accordance with Article 13.01 shall receive notice when the trip sheets are posted.
- 13.04 The most senior employee will be recalled providing he has the qualifications to provide the work available without training, and in a competent manner.
- 13.05 An employee who is laid off for more than one (1) week will transfer into the Plant Bargaining Unit with seniority equal to total company service. He will be placed at the top of the relief driver pool list, and receive rate protection in accordance with Article 17.02 of the plant agreement.

ARTICLE 14 - SAFETY, HEALTH AND SANITATION

- 14.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, including safety installations, personal protective equipment, and such other safety devices required to maintain safe working conditions.
- 14.02 It is the responsibility of the employee to observe such safety provisions and to immediately advise his supervisor of any unsafe working conditions. Each employee is expected to report promptly all injuries he suffers and all accidents involving the Company's property and equipment which occur while he is on duty.
- 14.03 An employee is required to meet the standards of physical fitness established by the company and will be subject to physical examinations given by a Physician acceptable to the Company and at Company expense when and as required.
- 14.04 The Company may transfer, require a medical leave of absence, demote or terminate the employment of an employee who in its belief, does not meet the physical conditions required by the Company. This action will be taken by the Company only after reasonable effort has been made to provide suitable employment.
- 14.05 In consideration of the nature of the Company's business, the Union recognizes the need for maintaining high standards of sanitation and employee health in accordance with Federal and Provincial laws and regulations.
- 14.06 The Company will maintain all vehicles in safe operating condition in accordance with the Department of Transport regulations. Each driver is responsible for reporting any unsafe condition or damage to the vehicle at which time the Company will seek an expert mechanic's opinion. Should repairs be necessary, the work will be done without delay. The Company will provide forms in triplicate for the driver to report any maintenance or unsafe condition of the vehicle; one (1) copy to be kept by the driver, one (1) copy for the Trucking Supervisor, and one (1) copy for the Fleet Manager.
- 14.07 The Company and the Union agree to establish a Plant Safety Committee which will meet at least once each month or more as required. The Committee is to be comprised of not fewer than four (4) Union Representatives, one of whom shall represent the transport drivers group, appointed by the Union, and an equal number of Management representatives appointed by the Plant Manager.
- 14.08 All Company safety policies will be endorsed by the joint Safety Committee and posted on a bulletin board provided for such purposes.

- 14.09 The Company will pay up to a maximum of fifty dollars per calendar year toward the **cost** of safety shoes purchased by an employee.

ARTICLE 15 - TERMINATION ALLOWANCE

15.01 **An** employee, excluding **an** employee on probation, who is permanently laid **off** due to such **causes as** transfer **or** discontinuance of the manufacture of a product, introduction of **new equipment or processes**, closing of the Plant or **part** of the Plant, or other **causes** which, insofar **as** the Company **can** determine, permanently **reduce** the work force, shall **be** entitled **to a** Termination Allowance, in accordance with the following provisions:

NOTE:

For the purposes of this Article, a permanent lay-off is understood to **be** a lay-off which is expected to last continuously for a period of at least twelve **(12)** months.

1. The Company will advise the Union **as soon as** possible in **advance** if a permanent lay-off with Termination Allowance, **as** provided in this Article, is **to** take place.
2. **An** employee who is eligible for Termination Allowance shall **be** paid one week's pay for each completed year of service, to a maximum of fifty-two **(52)** weeks' pay.
3. **An** employee who is permanently laid **off** may elect to **remain on** the Driver seniority list for possible recall. In such **cases**, the Company will hold the Termination Allowance payment for a maximum of twelve **(12)** months, during which time the employee may request payment with a complete **break** in service.
4. The number of weeks Termination Allowance will not exceed the number of weeks remaining to an employee's normal retirement date.
5. **An** employee who **has** received termination allowance will be given consideration for re-hire within the period of one year from date of receiving termination allowance.
6. Termination Allowance **shall** not **be** paid:
 - a) **To** an employee with less than **five (5)** years' seniority;
 - b) To an employee discharged for **just cause**;
 - c) To an employee who voluntarily resigns from the Company's employ;
 - d) **To** an employee who retires from the Company's employ;
 - e) In the event of closing the Plant of **part** of the Plant due to **Acts** of Nature, **or** in times of public peril, war, disaster or any other reason of similar nature

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01** The normal work week shall consist of forty-three (43) hours per week exclusive of an unpaid meal period. The daily schedule of hours will vary depending upon the trip selection and weather conditions. The day will commence with the scheduled reporting time, and end with the return to the plan or motel check-in, subject to reasonable expectations of driving time.
- 16.02** It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week. However, the Company will endeavour to provide a normal work week to as many employees as possible, as business conditions permit.
- 16.03** Authorized hours worked in excess of the normal work week as outlined in 16.01 shall be accumulated on an ongoing basis, and paid at time and one-half the employee's regular hourly rate. Regular hours paid but not worked will be carried to subsequent pay periods as owing to the Company. Any net overtime will be paid weekly with a one week delay.
- 16.04** There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable.
- 16.05** Consistent with efficiency of operations, there shall be a one-half (1/2) hour unpaid meal period and two (2) ten (10) minute paid rest periods in each work day.
- 16.06** All hours worked on the 6th day shall be credited at the rate of one and one-half (1 1/2) times the hours worked. All hours worked on the 7th day shall be credited at double (2) the hours worked.
- 16.07** The parties recognize that the needs of the business may require the performance of overtime work from time to time, and employees will co-operate in the performance of such work. If an employee is missed under Article 16.09, he will be offered an equivalent number of hours at the next available opportunity within thirty (30) calendar days.
- 16.08** The trip sheet will be posted daily two (2) days in advance, and the trips shall be distributed as fairly as possible to maintain the hours and mix of runs. Such distribution will depend upon and be affected by licensing and drone limitations.
- 16.09** For week-end or Holiday runs, these runs will be offered to regular drivers on a rotation basis by seniority starting with the most senior driver.

ARTICLE 17 - WAGES AND JOB RATE RULES

- 17.01** Basic rates of pay during the term of this Agreement shall be in accordance with Appendix A.
- 17.02** A driver required to layover will use motels from the recommended list supplied by the Company, and the Company will reimburse the employee in accordance with expense receipts supplied for such accommodations.
- 17.03** An employee, called in to work from off the premises for a special work assignment, shall be credited at the applicable rate for all hours worked, with a minimum credit of four (4) hours.

- 17.04 If you ~~report~~ to work and there is no work available, you may ~~be~~ eligible for a credit of four **(4)** hours. ~~This~~ provision does not apply where the lack of work is the result of conditions beyond the control of the Company.

ARTICLE 18 - FILLING OF POSITIONS

- 18.01 A job vacancy in the **Transport Driver** classification ~~will be~~ filled by the promotion of the employee with the most classification seniority ~~as~~ a relief driver.
- 18.02 Nothing within this article limits the Company's right to assign or transfer employees within the ~~same~~ classification to ~~different~~ job assignments within that classification.
- 18.03 ~~This~~ article will not apply where the vacancy is ~~caused by~~ illness, accident, ~~vacations~~ or leaves of absence including ~~maternity~~ leave. Such vacancies may be ~~filled~~ at the sole discretion of the Company. For an extended absence, the Company ~~will~~ consult with the Union Steward.

ARTICLE 19 - BENEFITS

- 19.01 ~~All~~ eligible employees (excluding employees on probation) ~~shall~~, subject to the conditions therein, have the benefit of the ~~various~~ salaried ~~Plans~~ currently in force such ~~as~~ the ~~Ontario~~ Health Insurance ~~Plan~~, Extended Health, Dental, Life Insurance and Disability Income, Non-occupational Accident and Sickness Disability, and Retirement. Throughout the life of this agreement, the Company will not change any of the participating benefits provisions applicable to this bargaining unit without prior consent of the Union.
- 19.02 Five-twelfths of the UIC premium reduction received by the Company ~~as a result of~~ the registration of it sick leave plan has been applied to offset the cost of benefits provided under this agreement, pursuant to the employee's entitlement under the applicable legislation.

ARTICLE 20 - GENERAL PROVISIONS

- 20.01 ~~Use~~ of the masculine gender in this agreement shall ~~be~~ considered ~~also~~ to include the feminine; and ~~the~~ plural to include the singular.
- 20.02 The Company shall furnish uniforms of its choice ~~as~~ follows:
- Three **(3)** shirts
 - Three** (3) pants
 - One (1) spring coat (or ~~golf~~ jacket) every year
 - One (1) winter coat every two **(2)** years
- 20.03 All drivers will receive the following ~~meal~~ allowances:
- (a) Breakfast • \$5.50
 - on layover or scheduled to leave the plant prior to 6:00 a.m.

(b) Lunch - \$6.00

- on layover or long day run

(c) Dinner - \$12.00

- on layover ~~or returning~~ to the plant after 6:00 p.m.

20.04 A driver convicted of **drunk, impaired** or dangerous driving while **operating** a Company vehicle **will be** discharged regardless of seniority ~~or other considerations~~. However, a transport driver who loses his license under the law for an incident not **involving** a Company vehicle, **will be removed from** the driver classification and either be **granted** a leave of **absence** without pay not to exceed one year or **allowed** to transfer into the plant **bargaining unit** as general labour with **seniority** equal to total company **service**. After **his license has been reinstated**, he shall be **reinstated** to the driver classification with the classification **seniority** he had at the time of his removal.

ARTICLE 21 - TERM OF AGREEMENT

21.01 This agreement shall be in effect until midnight of this 5th day of January, 1994, and from year to year thereafter unless either party gives the other, not less than thirty (30) nor more than ninety (90) days prior to such expiry date, a written notice of its intention to terminate this Agreement or seek amendments to same, in which cases this present Agreement shall remain in force during negotiations for its renewal or amendment.

IN WITNESS WHEREOF the parties have signed this Agreement on the 6 day of October 1993

THE HOSTESS FRITO-LAY
COMPANY

RETAIL, WHOLESALE BAKERY
AND CONFECTIONERY WORKERS
UNION LOCAL 461

[Signature]
[Signature] Oct 12/93

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"

TRANSPORT DRIVERS

	Jan 6/91	Jan 5/92	Jan 3/93
Weekly Salary	\$665.64	\$665.64	\$685.61
Regular Hourly Rate	\$15.48	\$15.48	\$15.95