

SOURCE	Union	
EFF.	93	08/29
TERM.	95	06/28
No. OF EMPLOYEES	111	
NOM RE D'EMPLOYES	SU	

WESTON BAKERIES LIMITED

COLLECTIVE AGREEMENT

BETWEEN:

WESTON BAKERIES LIMITED,

Toronto; Sales
Transport
Shipping
Garage

- AND -

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES,
CATERERS & ALLIED EMPLOYEES, LOCAL UNION # 647**

**(Route Salesmen, Drop Delivery Drivers, Shippers,
Transport Drivers and Garage.)**

EFFECTIVE: AUGUST 31, 1993

EXPIRY JUNE 28, 1995

MAR 31 1994

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COLLECTIVE AGREEMENT

BETWEEN:

**WESTON BAKERIES LIMITED (FORMERLY GENERAL
BAKERIES LIMITED)**

(hereinafter referred to as "the Company")

of the First Part

- AND -

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES,
CATERERS AND ALLIED EMPLOYEES, LOCAL UNION
647, affiliated with the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America**

(hereinafter referred to as "the Union")

of the Second Part

ARTICLE 1 - PURPOSE:

1.01 The purpose of this Agreement is to set forth the general working conditions and wages applicable to employees, and to provide a means for employees to present their complaints and grievances to the Company.

ARTICLE 2 - SCOPE AND RECOGNITION:

2.01 The Company recognizes the Union as the sole collective bargaining agent for all driver-salesmen, one hundred percent (100%) drop-off delivery drivers, spare salesmen, special delivery, transport drivers, shippers (Distribution Center) and Mechanics employed by the Company in Metropolitan Toronto, Oshawa, Aurora and Brampton, save and except supervisors and those above the rank of supervisor. Should the Company open depots in Thornhill, Toronto and Oshawa areas, employees in the above classifications below the rank of supervisor at such locations shall also be included in the bargaining unit.

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 in the Union.

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

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ARTICLE 4 - UNION CONDITION;

4.01 **ALL** employees who come **within the scope** of this Collective Agreement **shall** be required to become members of the Union and to pay Union dues **as a** condition of employment.

Such employees **will** be required to pay dues for each month, or portion thereof, they work.

4.02 The Union **will** not unreasonably withhold **Union** membership from any employees.

4.03 New employees **will** be introduced to the appropriate steward upon **starting** their employment **with** the Company. New employees **shall** sign a dues deduction authorization card supplied **by** the **Union** at the time of hire. **The** Company **shall** deduct the Union initiation fee **on the** basis of Five **Dollars** (\$5.00) per week **on** consecutive **weeks**, commencing **with** the first full **week** after completion of **thirty** (30) days of **work**. This **fee** will be forwarded to **the** **Union** **office** **when** it has been fully paid **by** the employee.

A S F F O T Y

5.01 The Company **shall** deduct from **the** pay of each employee **an** amount equivalent to the regular Union dues and assessment. **The** Union **shall** notify **the** Company, in **writing**, **as** to the prevailing **rates** of Union dues. The Company **shall** remit such deductions **by the 20th day of the following month to the Union** office and attach **with** such remittance a list of said employees for which **their** deductions were made.

5.02 The **regular dues** shall be deducted from the employee's vacation pay.

5.03 In the case of **an** employee **being off work** for any reason when dues should **be** deducted, said dues **shall be** deducted from **the** first pay upon **return to** work, **unless** otherwise instructed **in** writing by **the** Union. This **shall be** in addition to the regular deductions.

ALL dues **owing** upon termination of employment will **be** deducted from **any** settlement pay due **the** employee.

Union dues deducted **will be** printed on employee's T-4 slips.

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ARTICLE 6 - NO STRIKES OR LOCKOUTS:

- 6.01** During the term of ~~this~~ Agreement, there ~~will~~ be no ~~strikes~~ or lockouts.
- 6.02** The ~~term~~ "strike" and "lockout" shall be ~~defined~~ in accordance with the definitions set out in the Labour Relations Act.

ARTICLE 7 - MANAGEMENT RIGHTS:

- 7.01** 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~~ with the ~~Company~~.

ARTICLE 8 - STEWARDS ;

- 8.01** The Union shall have the right ~~to~~ select ~~a~~ total of four ~~(5)~~ stewards from among the employees who have completed the probation period of employment. ~~An alternate~~ steward will ~~be~~ recognized by the Company in the absence of the regular ~~steward~~. ~~In~~ the event a depot is opened in any of the locations covered in Article 2.01 above, the Union ~~shall~~ have the right to select a steward for each such depot.
- 8.02** The steward will ~~be~~ considered the senior employee at ~~his~~ location in the case of layoffs ~~only~~, provided he ~~has~~ more ~~than~~ one ~~(1)~~ year of ~~service~~.
- 8.03** The steward ~~shall~~ have ~~no~~ authority ~~to~~ alter or amend ~~any~~ part of this Agreement.
- 8.04** The steward will ~~be~~ allowed reasonable time during ~~normal~~ working hours ~~to~~ deal with grievances or ~~matters~~ concerning the administration ~~of~~ ~~this~~ Agreement. ~~When~~ the Company requests ~~a~~ steward to attend a meeting ~~after~~ the steward's ~~normal~~ hours of work, the ~~Company~~ ~~shall~~ pay the steward ~~on~~ the basis of Seven ~~Dollars~~ and Twenty-Five ~~Cents~~ (~~\$7.25~~) per hour for all time in excess ~~of~~ one-half ($\frac{1}{2}$) hour spent at such ~~meetings~~. Effective June 29, 1992, Seven Dollars and Fifty Cents (~~\$7.50~~). This section applies to questions of administration of the Agreement ~~only~~, and not negotiations.

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STEWARDS:

Garage	1
Transport Drivers	1
Shippers	1
Route Salesmen	1
Drop Delivery Drivers	1
TOTAL:	<u>5</u>

ARTICLE 9 - COMPLAINTS AND GRIEVANCES:

9.01 If an employee has a complaint he wishes to bring to the attention of the Company, the matter **will be taken** up with **the** supervisor. **The** employee may do this with or without **his** steward or he may request **the** steward to do it for him. The supervisor will give **his** reply within forty-eight **(48)** hours to the person who presented the complain **to** him.

9.02 If **the** reply of the supervisor is not **satisfactory** to the employees **concerned**, **the Union Committee** may, within three (3) working days, submit the **written** grievance to **the Area** Manager, or **his** designate. **Within** five **(5)** working days following receipt of the grievance, **the Area** Manager and such other **persons as may be** designated by the Company, will meet with the Union Committee **to discuss the** grievance.

9.03 If the reply of the Branch Sales Manager is not **satisfactory**, **the Union Committee** may, within three (3) working days following receipt of said reply, submit the grievance **to** the General Sales Manager.

At this stage, a full-time representative of **the Union (Business Agent)**, may be present if **his presence is requested** by either party. **The General Sales Manager shall** give **his** written reply **within five (5) working** days.

9.04 If **the reply of** the General **Sales** manager is not **satisfactory**, the Union Committee may, within five **(5)** working days following receipt of said reply, refer the grievance to arbitration.

9.05 It is further agreed that the Union and **the Company shall** have the right **to** originate a **grievance at** a time not later than three (3) months from **the** date of the alleged grievance, **with** regard to any dispute in the interpretation or manner in **which the** contract is being complied with. The Union and the Company representative **shall** first **discuss** the complaint, such complaint **to be** either discussed **or** resolved **within a** period of three (3) working days. If **no actual** agreement is reached, either party may submit to the **arbitration** procedure.

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- 9.06** The Company may refuse to consider any complaint or grievance where the circumstances surrounding such occurred more than five (5) working days before the complaint or grievance ~~was~~ brought to the attention of the Company.
- 9.07** At the complaint ~~stage~~, the response from the Sales Supervisor will ~~be~~ verbal.
- 9.08** Any of the time allowances provided in this article may be extended by mutual agreement between the Company ~~and~~ the Union Committee.
- 9.09** All answers to the various grievance steps ~~are to be~~ submitted in writing.

ARTICLE 10 - ARBITRATION

10.01 Where a matter is referred to Arbitration, the referral shall ~~be by~~ notice in writing and delivered ~~by~~ registered mail to the other party. A single arbitrator shall ~~be selected~~ from ~~the~~ list ~~as~~ defined in ~~this~~ Article ~~as~~ follows:

1. Kevin ~~Burkett~~
2. ~~Howard~~ Brown
3. ~~Prof.~~ Brandt
4. Prof. McLaren
5. Prof. Rayner

This list may ~~be~~ enlarged or changed by mutual ~~consent~~. If during the life of this Agreement, one of ~~the~~ above named arbitrators withdraws from the list, ~~the parties~~ shall appoint a replacement by ~~mutual~~ agreement.

10.02 The arbitrators ~~shall be chosen~~ in rotation ~~for each~~ succeeding arbitration, but should anyone ~~be~~ unable to act within thirty (30) calendar days, he ~~shall~~ be passed over to the next ~~on the~~ list. Should ~~all~~ of the ~~listed~~ arbitrators be unable to schedule a hearing within thirty (30) days ~~of~~ the date they ~~are~~ contacted, the ~~parties~~ agree ~~that~~ the Minister of Labour will ~~be requested~~ to appoint ~~an~~ arbitrator.

10.03 The arbitrator shall not have the authority to alter, ~~modify~~ or amend any part of this Agreement, nor make any decisions inconsistent with the provisions thereof, but shall have the authority within the above limitations to ~~dispose~~ of grievances by ~~such~~ arrangement ~~as~~ in his opinion ~~are~~ just ~~and~~ equitable.

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10.04 The parties will share equally the expense and fees of the arbitrator.

ARTICLE 11.01 DISCIPLINARY ACTION

11.01 An employee who is to be interviewed for purposes of disciplinary action of any individual will **be** interviewed in the presence of his steward, if he **so** chooses, or other Union representative. **Nothing** in this provision **will** limit **the** Company from exercising its rights **to** manage or discipline employees, nor to restrict the employee concerned from **his** right to grieve **such** action.

11.02 Any disciplinary action imposed upon an employee **by the** Company **will be** confirmed in writing stating the **reason(s)** for such **action**. A copy of such notice will **be** given to the employee and a copy will be forwarded **to** the Union at the **time** of such action.

Any disciplinary **notation** placed against the record of **an** employee shall become null and void in considering any further disciplinary action after **two (2)** years **from date** of **issue**, provided **no** notation for **a** similar or related offense **has** occurred **during the** same **two (2)** year period.

11.03 The Company may discharge any employee for **just** cause upon one **week's** notice or **one week's** pay in lieu of notice, **The** above reference **to** notice or pay **shall** not apply **to** probationary employees. However, the Company **shall** have the **right** to **summary** discharge upon **any** of the following grounds, or **similar** serious causes:

- a) **Stealing or dishonesty;**
- b) **Drinking** while **on duty** or being under **the** influence of liquor or narcotics **while on duty; (the Supervisor will confer with the steward on duty; however, such conferral will not limit the right of the supervisor to discipline, nor the employee's right to grieve);**
- c) **Direct refusal to** obey orders given by the proper party **unless** such orders jeopardize life, health or **safety** of the employee.

11.04 Each employee who desires **to terminate his** employment must give **the** Company one **(1)** week's notice.

11.05 Any employee leaving the **Company** shall, upon request, be **furnished with** a reference, provided his work has been satisfactory.

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ARTICLE 12 - SENIORITY:

12.01 An employee will be considered on probation **and** will not have any **seniority standing** with the Company until after he has completed forty-five **(45)** days of work. His seniority **will** then date back to the date he first commenced to work for the Company.

12.02 A separate seniority list based **upon** the date employees commenced **to** work for the Company **shall** be established for each of the following occupational groups of employees:

- a) **Route** Salesmen, Spare **Route** Salesmen,
- b) 'Drop Delivery Drivers, Spare Drop Delivery Drivers
- c) Shippers and general help.
- d) **Transport**
- e) Garage Mechanics

Sales employees hired prior to the date of **ratification** (current employees) will **continue to be** on one **seniority list**. Employees hired after the **date** of **ratification** will **be placed on the** appropriate **seniority list - shelf** or drop. Current Employees **will keep their seniority when** they inter-bid from one group to the other. Employees hired after the date of **ratification** **will not be allowed to bid into the** other occupational classification. Current Employees **will** have a thirty day trial period when they bid to the other group. If they do not **perform** the job **as per** A1, they **will** return **to** their former position.

These lists will **be** posted on the bulletin **boards** after each **semi-annual** revision **and a** copy of each supplied **to** the Union Steward and Business Representative.

12.03 Where it is necessary **to** generally **reduce** the **working** force of employees within **an** occupational group, **seniority shall be** the governing factor, provided the application of **seniority** does not prevent the Company from maintaining a **working** force of employees **who** are qualified and **willing to** perform the work available.

Where it becomes necessary during such reduction for **an** employee being displaced to **demonstrate** that he is **qualified to perform the** work, **a training** period of up to **ten** (10) **working** days will **be** assigned to the employee after consultation with the Union.

12.04 Employees with less **than** five **(5)** years seniority who **are** laid **off** will be **retained on** the Company's **seniority** list for a period of twelve **(12)** months. Employees with **five(5)** or **more** years **seniority** list for a period of fifteen **(15)** months. **During that period, they** will be subject to **recall to** work **by** the Company in the inverse order of **their** lay-off, provided they **are** qualified **and willing** to perform any work which may become available.

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The Company will give a full time employee who **has** completed **his** probationary period at least one (1) week's notice of lay-off.

At Company discretion, **any** portion of the one (1) **week's** notice may **be** paid for, in lieu of notice.

12.05 Employees who are recalled to **work** in accordance with **12.04** above must **signify** their intention **to** return to work **within** three (3) **working** days after receipt by registered **mail** of notice of **recall** and must **return** to work **within** a further seven (7) days or forfeit their claim to recall by the Company. **Notice** for recall **to work** shall be by registered mail or telegram to the employee's address last registered with the Company.

12.06 Seniority previously accumulated **shall** be lost whenever **an** employee:

- a) quits **his** employment;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) fails to report for work at **the** expiration of a leave of absence **unless** a satisfactory arrangement is made with the Company;
- d) is absent from work for a period of **three** (3) consecutive days **Without a reason** satisfactory **to** the Company.

12.07 **An** employee promoted to a supervisory position may be returned to the bargaining unit **with** full **accumulated** **seniority** and may exercise the same rights **as** though he had remained in the **bargaining** unit. However, **should** such **return** occur after twelve (12) months in a supervisory position, he **shall be** considered a new employee for purpose of **seniority** in **the** bargaining Unit.

12.08 **Route** realignment, job displacement **and** recall from displacements.

- a) **When** a realignment or consolidation is contemplated by the **Company** which could **result** in a lay-off or displacement affecting **any** senior employees in the **bargaining** unit, **any** such proposed changes **will be discussed** with **the** **Business** Agent, and if either party **requests**, the appropriate **Union** steward(s).
- b) In the event an employee is displaced from **his** **assigned** route because of a reduction in **the** number of routes, he **will** exercise **his** **seniority** **to** displace **the** most junior employee assigned to a route **operating** out of the **same** Depot. The junior employee displaced will exercise his **seniority** displacing the most junior employee in **his** occupational group (refer to 12.02). That employee, in **turn**, **will be** laid off or, if there is **an** **open** **position** within **any** of the other occupational groups which he is able to **perform**, shall **be** transferred to such **open** position.

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When multiple route reductions occur at a single location, or when junior employee(s) is displaced from a depot location, preference for the available positions will be made in accordance with overall group seniority, i.e., most senior will have first choice, next senior second choice and so on.

- c) When an employee displaced or laid-off from his occupational group is transferred to an open position in another occupational group he shall retain his seniority for recall purposes to his original occupational group subject to limits under 12.04, but will assume a revised seniority date in the incoming occupational group as of the date of transfer.
- d) At any time an employee under the provisions outlined herein, rejects his seniority right to displace another employee or to be transferred to an open position, he will automatically be considered as terminated with no further seniority rights. Only in the case of a laid off employee who transfers to a job opening in another occupational group may the employee elect to waive recall (i.e. to his former occupational group). However, as noted above, he will lose his former seniority status and be fixed with the seniority date established upon transfer, If a laid off employee is working full time at another job he may refuse a recall opportunity that is not full time, without loss of seniority.
- e) Overall interrupted Company service will be recognized separately for vacation and welfare benefit purposes.

ARTICLE 13 - LEAVE OF ABSENCE:

13.01 In the event of sickness of an employee, or in the event of sickness in an employee's family, or legitimate personal reasons necessitating time off, leave of absence without pay and without loss of seniority shall be granted by the Company for a period of up to six (6) months after discussion with the Union. Only one employee per department will be allowed a leave of absence at any one time.

The provisions of this section will be understood to permit employees to apply for leaves of absence for extended vacations for overseas travel with the understanding that such absences will not be during prime vacation time, nor no more than three (3) employees will be absent at any one time. Requests are to be submitted, in writing, at least thirty (30) days in advance.

13.02 Where definite proof is given of extreme necessity, this leave of absence may be extended by the Company after discussion with the Union.

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- 13.03** No employee shall be given leave of absence for the purpose of entering into other employment.
- 13.04** When an employee is selected to become a **Business** Representative of the **Union**, he shall be given a leave of absence, without pay, for a period of one **(1)** year provided **thirty (30)** days written notice is given to the Company. **During** such leave his previously acquired seniority **shall be** retained, but not accumulated.
- 13.05** Any employee who has completed the probationary period may be granted leave of absence for a period of **time** to attend **Union** conventions, provided **that at least two (2) weeks notice**, in writing, is given the Company. The leave **shall be granted** without pay and without loss of **seniority**, provided that **the leave shall** not seriously interfere with the **business** of the Company **and** further provided **that not more than two (2) employees** shall be on leave of absence at one time to attend **Union** conventions. When application for leave is requested in accordance with 13.05 herein, the Branch Sales Manager shall be informed in writing **as to** the number requesting leave of absence and the length of **time** requested for that leave.
- 13.06** **An** employee will be granted up to five **(5)** days leave of absence with pay in the event of the **death** of his father, mother, **sister**, brother, spouse, child, father-in-law, mother-in-law, to **make** arrangements for and to attend the **funeral**. In the case of **death** of any employee's brother-in-law, sister-in-law, grandparent or grandchild, two **(2)** days leave of absence with pay will be granted to attend the funeral. **Only** the day(s) which would otherwise have **been working day(s)** will be paid. **At the** discretion of the Company, the five **(5)** or two **(2)** days payment may include **the day immediately** following the day of the funeral where travel, **distance** or **similar** considerations are involved.
- 13.07** **An** employee who is required to serve on a **jury**, or is subpoenaed (excluding arbitration cases) as a witness (not as a defendant), will be paid his **full wages** calculated on the average of the previous four **(4) weeks**, provided he turns over to the Company the full amount received for jury duty pay, or subpoena fees, **less allowances for meals, mileage**, etc. The employee will be required to report for work on any days he is not **required** to serve on the jury, report to **the Courtroom**, or be a witness, **unless** the employee has already served his required work week, i.e. five **(5)** days less any **Company** observed holiday.

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13.08 In the event an employee, with a **minimum** of five (5) years seniority, whose **normal** duties include the operation of Company vehicles has **his** license to **operate a motor** vehicle temporarily **suspended** for no more **than** twelve (12) months **as the result of a non-work** related incident, such employee shall be allowed to **fill** any vacancy not filled through the job bidding procedure, providing he is capable of meeting **the** job requirements. **If** no such vacancy is available, the Company will grant a leave of absence without pay, without loss of **seniority and without** continuing welfare benefit for up to twelve (12) months. (**Arrangements can be made to pre-pay certain coverage during** such leaves of absence).

Section 13.03 will not apply to the foregoing.

Upon reinstatement of **his** license **and** within one (1) **week** of that date, the individual is to **return to his** former classification and job providing **this** does not involve a **lay-off** of a senior employee. The Company will be provided with verification of **license** and **if requested**, proof of date of reinstatement.

This consideration **will be given to** an employee once **and once only** in a three (3) year period.

ARTICLE 14 - BULLETIN BOARDS:

14.01 The Company will provide separate bulletin boards in **mutually satisfactory** locations 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 **submitted to the Branch Sales Manager** or **his** authorized representative for approval before being posted.

ARTICLE 15 - VACATIONS:

15.01 Vacations with pay will be **granted to** employees on the following **basis:**

- a) One (1) year of continuous service - 2 weeks
- b) Five (5) years of continuous service - 3 weeks
- c) Ten (10) years of continuous service - 4 weeks
- d) Seventeen (17) years of continuous service - 5 weeks
- e) Twenty-four (24) years of continuous service - 6 weeks

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- 15.02** Employees **who** have less **than** one (1) year of **continuous** service as of June 30th, will **be** entitled to four percent (**4%**) of earnings up to June 30, or **otherwise** in accordance with the Employment Standards Act for **Ontario**.
- 15.03** Continuous service for the purpose of computing **vacations** with pay **shall be** calculated as of June **30th** of the year in which vacations **are granted**.
- 15.04** Payment for vacations **shall be** at the rate of two percent (**2%**) of an **employee's** earnings for each **week** of vacation the employee is entitled to receive. Employees earnings will include earnings from W.C.B., Weekly Indemnity and/or Long Term Disability.
- 15.05** The vacation **period** shall extend from January 1st to December 31st. Choice of vacation dates **will be** given to employees in the bargaining unit in **order of bargaining** unit seniority within their respective occupational groups **and** such choices **will be** verified before the next employee **can** select **his** choice. Any employee upon **being** notified **must** choose vacation entitlement **within** a forty-eight (**48**) hour period. Failing to do **this**, he employee will lose **his** choice of **seniority** selection for Vacation entitlement **being** chosen at that **time**. The Company will post a **schedule** of available vacation **dates** on the bulletin board not later **than** December 1st, **and** **selection** of vacation dates will **be** made, following which a **final list** will **be posted**.
- 15.06** Vacations **shall be** selected by **seniority** and within the occupational group in the following manner. There **will be** separate vacation **schedules** for **each** occupational group. Employees will select **their** first choice of one or two consecutive **weeks** by **seniority** **until** the group selection is exhausted. Then, **the second** choice of vacation will **be** selected in the same manner for the **balance** of entitlements. **As noted** above, this will not preclude selection outside **the** vacation period, nor **limited** selection outside **the** vacation **period**, nor **limited** selection of a **third consecutive week** during the vacation **period** **so long as** such selection does not interfere **with** junior employees ability to select their **initial two weeks** during the vacation **period**.
- 15.07** **All** deductions **normally** made from an employee's regular pay **shall be** deducted from an employee's vacation pay.
- 15.08** Employees **will not be** allowed to waive **their** vacation claims **and** have **them** accumulate from year to year, or draw vacation pay in **Lieu** of the **time** off.
- 15.09** Employees **shall** receive **only** the appropriate amount of vacation pay for each **week** of scheduled vacation, prior to going on vacation.

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15.10 Employees **who** leave the service of the Company shall be paid the vacation pay rate of **2%, 4%, 6%, 8%, 10% or 12%**, **to** which they are entitled by length of service.

15.11 When a number of employees request the same vacation dates, a maximum number of employees will **be** allowed on vacation at the same time according to the following schedule:

Distribution Centre	- 10%
Transport	- 2 employees
Shipping & General Help	- 10%

15.12 If an employee **is** absent because of verified personal illness, or is receiving Workmen's Compensation disability benefits at **the time his** vacation **period is** due, he shall **be** permitted **to** re-schedule **his** vacation for another period, provided **that the** new dates do not disrupt the vacation schedule for **another** employee.

ARTICLE 16 - PAID HOLIDAYS:

16.01 The following days **will be** recognized **as** paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Boxing Day	January 2nd

If any of the **ten (10)** paid holidays referred to above occurs during an employee's vacation, the employee **will be** granted another day **off with** pay within **thirty (30)** days after **his** vacation. Days off within the **thirty (30)** days **period will be** by mutual agreement. If he is not granted the day **off**, he will **be** paid for the **day** at one-fifth (**1/5**) of one **week's** vacation pay plus Seventy Dollars (\$70.00), effective September 22, 1991.

During calendar year 1984, an additional holiday **will be** observed on an employee's birthday. Employees will receive one days pay in lieu of the Birthday Holiday rather **than taking** the day off. **This** provision replaces reference to **Heritage Day**, and **will be** substituted for **any** holiday which may **be** declared by provincial or federal government.

16.02 The Company shall not require a **sales** employee **to** work on paid holidays, **except** for January 2nd which may **be** scheduled at the Company's discretion **with** a **minimum** of fourteen (14) days notice given **to** employees.

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16.03 a) A sales employee shall be entitled to payment for the above holidays provided:

- 1) he has completed the probationary period of employment;
- 2) he has worked the number of days in the holiday weeks required by the Company;
- 3) he has worked his delivery days immediately preceding and succeeding a holiday unless such absence results from a jury or witness leave, or a verified personal illness originating within a ten (10) day period of the holiday or holidays concerned.

b) In a week in which a designated statutory holiday occurs, a salesman who is entitled to payment for a holiday shall be paid the applicable Base Pay and Commission, or the average of the previous four (4) weeks earning, or the personal weekly guarantee if applicable, whichever is the greatest.

c) A sales employee who is not entitled to payment for a holiday shall have one-fifth (1/5) of his weekly wages deducted from his pay for each holiday concerned.

16.04 A salesman or spare salesman who works his scheduled day off shall receive one-fifth (1/5) of his route earnings plus Seventy Dollars (\$70.00) effective September 22, 1991.

16.05 Special delivery drivers and spare salesmen, will be given a day off on the above holidays and will receive their regular pay for the said holidays; transport drivers shall receive eight (8) hours pay, and warehouse personnel shall receive seven and one-half (7 ½) hours pay at their regular rate for each such holiday. In the case where a transport driver is working a four (4) day week, ten (10) hour day, the employee will receive ten (10) hours pay for each holiday, provided:

- a) they have completed the probationary period of employment;
- b) they work their scheduled shift immediately preceding their scheduled shift immediately succeeding the holiday, or make some arrangement satisfactory to the location manager.

If special delivery drivers are not given a day off, i.e. if they work five (5) days in the week in which a holiday occurs, four (4) days in a week of two (2) holidays, or three (3) days in a week of three (3) holidays, they will be paid at the rate of time and one-half (1½) for the extra day or days worked.

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ARTICLE 17 - SALE OR PURCHASE

17.01 The ~~Company~~ will notify the Union whenever the Company purchases ~~any bakery~~ or ~~sells any of~~ its own ~~bakeries~~ when such purchase or ~~sales~~ changes the routes assigned to the Company's driver salesmen in the Metropolitan Toronto ~~area~~. Such notification ~~shall be~~ given not later ~~than~~ the effective ~~date~~ of such purchase or sale.

ARTICLE 18 - FRANCHISE;

18.01 The Company will ~~notify and discuss with~~ the Union any intention it may have to ~~sell or~~ franchise any ~~of~~ its routes to members ~~who~~ are employees or to ~~persons who are~~ not employees and will not ~~sell or~~ franchise any ~~route during~~ the life of this Agreement except ~~by~~ mutual agreement between the parties. Provided that ~~this~~ clause ~~shall~~ not apply to ~~an~~ outright sale, conveyance or transfer of the Company's business or any part thereof to any ~~Company engaged~~ in whole or in part ~~in the~~ distribution of bakery products, nor shall anything in the clause restrict in ~~any way~~ the right of the Company to ~~sell the~~ whole of the Company's business to any Company not engaged in whole or in part in the distribution of bakery products.

18.02 The foregoing paragraph is ~~specifically designed~~ for the ~~term~~ of this Agreement

ARTICLE 19 - SEVERANCE PAY:

19.01 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 ~~as follows:~~

For employees with four **(4)** years of employment or ~~more~~, the employee will receive one ~~week~~ of severance pay for each full year of continuous ~~service~~.
to a maximum of ~~twenty-six~~ **(26)** weeks.

19.02 No employee ~~will~~ qualify for severance pay if he is able to exercise ~~his~~ seniority rights within the ~~Bargaining~~ Unit or if he is offered employment elsewhere ~~in the~~ Company in the Toronto ~~area~~, or if the closing ~~results from:~~

- a) ~~Loss of business;~~
- b) ~~Fire, flood, strike or any other circumstances beyond the control of the Company.~~

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

19.04 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.

Weston Bakeries Limited

ARTICLE 20 - SCHEDULES:

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

Schedule "A" General Working Conditions

Schedule "B" Work ~~Week~~, Pay and Commissions for Salesmen

Schedule "C" ~~Working~~ Conditions for Transport Drivers & Special Delivery Drivers

Schedule "D" Miscellaneous and Letters of Understanding

Schedule "E" Working Conditions for Warehouse Personnel

ARTICLE 21 - 'E' ———ATION OR MODIFICATION:

21.01 This agreement shall continue in effect until the 28th day of June, 1995 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 28th day of June, 1996 and so on from year to year thereafter.

21.02 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 and not less than thirty (30) days prior to 28th of June, 1995.

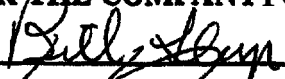
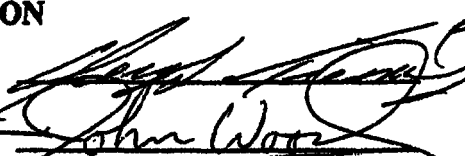

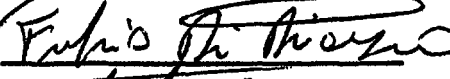
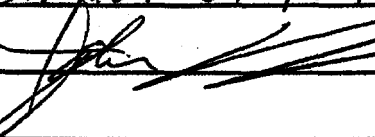
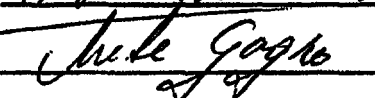
21.03 It is understood that during any negotiation, following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of, or related to, the original proposals.

21.04 The terms and conditions incorporated in this agreement shall, for its duration, remain in full force and effect unless specifically amended by mutual agreement between the parties.

SIGNED AT TORONTO, ONTARIO THIS 12 DAY OF SEPTEMBER 1993,

November 14

FOR THE COMPANY FOR THE UNION

WESTON BAKERIES LIMITED

SCHEDULE "A"

GENERAL WORKING CONDITIONS

A-1 DUTIES:

All route salesmen **will** be required to service their routes in a thorough and efficient manner **as** directed by the Company.

All drop delivery drivers will **be** required to **service** their routes in a thorough and efficient manner **as** directed by the Company.

A-2 PRODUCTS:

Salesmen **will** not be permitted to **sell** bakery or other products that **are** not manufactured by the Company or purchased by **the** Company for re-sale.

A-3 SHORTAGES:

Salesmen **will** be required to check **in** daily and any salesman who incurs **shortages**, **either** in money or goods, will be held responsible for such shortages, which must be paid **on** demand. **An** employee will not be responsible for **shortages** incurred on his route during **his** absence. If **the** Company claims **an** employee has a **shortage**, the Union Business Agent will, upon request, **be** shown the **records** relative to the said shortage **as** soon **as** convenient **after** the request has been made. **The** Company will provide proof of shortage at the time payment is requested.

A-4 UNAUTHORIZED PASSENGER:

Only helpers employed and paid by the Company **shall** be used to assist employees.

A-5 SAFETY:

- a) The Company will do everything possible to **see** that vehicles are in safe driving condition. All trucks **will** be equipped with heaters and defrosters in **working** order.
- b) **The Union** will do everything possible to encourage the highest **degree** of safety, and will **issue** bulletins in co-operation with **the** Company in **an** effort to ensure safe driving by employees. Representatives or shop **stewards** of the Union shall **be** permitted to **attend** safety **meetings**.
- c) **All** employees **will** immediately report defects in operating equipment **to** the company **on** forms supplied by the Company. Employees shall **have** the right to refuse to **drive** any vehicle that **has** been reported in writing **as** unsafe and has not been repaired.

WESTON BAKERIES LIMITED

- d) Safety Committee meetings will be held at least once every three (3) months. **A separate committee will be established at Eastern Ave. and the Distribution Center.**

A-6 TRAFFIC VIOLATIONS:

In the event **any** employee violates traffic regulations while operating one of **the** Company's vehicles, he shall be required **to** pay any **fin**es he incurs. However, **any fines** resulting **from** the condition of the vehicle **will be the Company's responsibility** provided **the** employee **concerned** has reported **the** condition.

In the event **an** employee is charged under the Highway Traffic Act because of faulty equipment **and** provided **the** employee concerned had reported the condition **and** upheld **his** responsibility for adhering to Company procedures **and** legal requirements, the Company **shall** pay the **costs** of appropriate legal **fees** and **wit**nesses. The Company reserves the right **to** choose counsel if these **circumstances** arise.

A-7 ACCIDENTS:

Employees will not **be** required **to** pay for **any** damage **to** the vehicles they **operate**. They will, however, **be** expected to operate **their** vehicles in a manner **satisfactory to** the Company, **and** if **accidents** occur in which employees **are** at fault, **the Company** may exercise appropriate disciplinary **action**. **Among the conditions determining the type and degree of disciplinary action shall be the frequency of accidents.**

A-8 TERMINATION OF EMPLOYMENT:

- a) In the event of resignation or discharge, a **desman shall** have the right **to go** one day with the route! **supervisor** to check **book** shortages, accounts, goods **on** vehicles, etc. If he does not exercise this right, he **shall** accept **the Company's** findings. For **this** day, the **salesman shall** be paid **one-fifth (1/5)** of **the** current week's earnings of the route.
- b) **The Company** agrees that **all monies** that **may** be due **to** an employee after settlement has been calculated **shall** be paid **within** one (1) **week** after **his last date** of employment.

A-9 PAY RECORDS:

An itemized statement of period **worked**, **sales** volume **and** percentage paid will be given to each employee on the **regular** pay day. **Pay** cheques **will be** in envelopes.

WESTON BAKERIES LIMITED

A-10 CREDIT:

All customer credit shall be authorized by the Company, and the Company shall be responsible for any credit during the period a new account is being investigated. Salesmen shall receive copies of all authorized credit limits, which shall be maintained up to date.

A-11 STALE RETURNS:

Salesmen will be given full credit for the return of stale, broken or damaged products on a daily basis provided they are returned in accordance with Company instructions.

A-12 ROUTE CUTS:

When in the opinion of the Company, it is found necessary to put into effect a route cut which reduced the dollar volume of sales on the route, the salesmen affected will receive a guarantee of earnings for the twenty-six (26) weeks following the cut, based on his average earnings for the twenty-six (26) weeks prior to the cut. The twenty-six (26) week period guarantee will be extended by full week's vacation occurring during that guaranteed period. This guarantee will not apply in the event the route is discontinued entirely. When 40% or more of the volume is moved off the route, the route will be posted. Route cuts and changes will be discussed with a steward, when possible. When a route is moved to another location within the scope of this Collective Agreement, the salesman can transfer.

A-13 UNIFORMS:

An employee who has completed his probationary period of employment will be required to wear a uniform as specified by the Company. Such uniforms will be paid for on an 80-20 basis between the Company and the employee. The employee may elect to have the full amount, representing his twenty percent (20%) share deducted in one (1) lump sum or, he may have the amount deducted from his pay on a weekly basis of not less than Twenty Dollars (\$20.00) per week. A price list shall be posted at each depot showing the cost of the pieces of uniform. Said uniforms shall consist of peak cap and/or ski cap, two (2) windbreakers, two (2) pairs of heavy trousers, five (5) L.S. shirts, one (1) tie, one (1) reefer coat or nylon parka (not more than one each two (2) years), two (2) pairs of light trousers and five (5) short sleeve shirts. Employees may request up to two (2) sweaters per year. Employees will receive a priced copy of the invoice when they receive their uniforms. Employees who purchase safety boots (or shoes) to wear during their working hours shall be reimbursed by the Company to a maximum of Seventy-Five Dollars (\$75.00) in any calendar year. Effective June 29, 1992, Eighty Dollars (\$80.00). The Company will supply two (2) pairs of gloves per year. Transport uniforms will include a crest indicating "Weston Transport" and the crest will be paid for by the Company. Sales crest will be paid for by the Company. Salesmen will not be required to wear ties between May 24th and September 15th. One vest will be supplied to shippers on a one-time only basis November 1st 1993.

WESTON BAKERIES LIMITED

A-14 JOB VACANCIES:

- a) Whenever a permanent vacancy occurs, or a new opening is established, the Company will, not later than seven (7) working days after the vacancy occurs, post a notice on the bulletin boards in all locations for three (3) working days. Such notice will state the occupational group for the position, the job classification, and the location or in the case of a sales opening, the route number also indicating the sales volume for the previous four (4) weeks.
- b) Consideration will be given first to eligible applicants within the designated occupational group. Should the position remain vacant after due consideration is given to employees in the same designated occupational group, the remainder of the applicants will be reviewed.
- c) In the event that more than one employee applies for the vacancy which has been posted in accordance with a) above, the Company will consider the application with respect to the qualifications and seniority of the applicant. Where qualifications are relatively equal, the senior applicant will be awarded the vacancy. Where it becomes necessary for an employee to demonstrate that he is qualified to perform the work, a trail period of approximately ten (10) working days will be arranged by the Company after consultation with the Union. Such assignment will be made for orientation, exposure and for the employee to demonstrate his ability. Upon prior consultation with the Union, such assignment period may be extended or curtailed by the Company.
- d) All bids for job vacancies shall be made in writing and in duplicate. One (1) copy will be given to the Company and one (1) copy to the steward.
- e) An employee who is to receive a transfer as the result of applying for a posted vacancy, will be so notified and placed on the job within ten (10) working days after the posting is made on the bulletin board providing it does not conflict with the balance of this Article.
- f) An employee who applies for a posted vacancy and does not receive a transfer, will be told the reason(s) why. He may, if he wishes, have his steward with him when he is being so advised.
- g) An employee who is transferred as a result of an application for a posted vacancy, will not be permitted to apply again for six (6) months unless his position has been eliminated by the Company within the six (6) month period.

In the event an employee is transferred from one occupational group to another as a result of the job bid procedure, he shall assume a revised seniority date in the incoming occupational group of the date of transfer.

WESTON BAKERIES LIMITED

- h) The vacancy created, by a successful bidder shall **also be** posted but no more than two (2) bidding shall be posted as a result of an initial vacancy.
- i) If the Company has employees on lay-off and the posting procedures contained herein have been followed, and vacancies still exist, the employees on lay-off, in order of **seniority**, will have the first opportunity to fill such vacancies, provided they have the ability and subject to the conditions as outline in 12.08.

A-15 O.H.I.P. AND GROUP INSURANCE:

- a) During the life of this Agreement, the Company will pay the full premium charged for O.H.I.P. and the Group Insurance Plan. In the case of new employees, the Company payment of the full premiums will commence the first day of the calendar month immediately following six (6) months of employment.
- b) The ~~Weekly~~ Sickness Indemnity will be sixty-six and two thirds percent (66 2/3%) of normal earnings to a maximum benefit of the current U.I.C. weekly benefit maximum. The 1-1-4-39 program followed by fifteen (15) weeks of U.I.C. entitlement period and further fifty (50) weeks will continue. The Company will be entitled to receive any recovery under Wage Loss replacement submissions.
- c) Effective July 1, 1992 the Group Life Insurance will be nineteen thousand dollars (\$19,000). Effective July 1, 1994 the Group Life Insurance will be twenty thousand dollars (\$20,000). The A.D. & D will be nineteen thousand dollars (\$19,000), effective July 1, 1992 and twenty thousand dollars (\$20,000), effective July 1, 1994.
- d) The Major Medical Plan continues to provide one hundred percent (100%) of prescription drug costs and eighty percent (80%) of other covered expenses after a deductible of Ten Dollars (\$10.00) (single) or Twenty Dollars (\$20.00) (family) per year is met. The Company will provide semi-private hospital coverage under the Major Medical Plan, exclusive of deductible.
- e) The Dental Plan is the previous year's Schedule of Fees and the individual maximum will be One Thousand Three Hundred Dollars (\$1,300.00). A major restorative work feature shall be added November 1, 1991 on a 50/50% cost sharing of actual work done. Dentures shall be included on a 50/50% cost sharing of actual work done.
- f) If an employee is unable to work and is absent for verified illness or accident, or is on full disability workers' Compensation benefits, his O.H.I.P., group insurance premiums and the dental care premiums will continue to be paid for by the Company for a maximum of thirty-nine (39) weeks following the commencement of such absence.

WESTON BAKERIES LIMITED

g) **An** Optical Plan **will** provide one **(1)** pair of prescribed **glasses**, or contact lenses, **to** a maximum of One Hundred and **Forty Dollars** (\$140.00) every **two (2)** years, for eligible employees and dependents.

h) The **Company will maintain** a Long Term Disability Plan that will provide a flat benefit level of One **Thousand and One Hundred Dollars** (1,100.00) per month effective November **1, 1991**. Effective July **1, 1992**, the **flat** benefit level **will be** One Thousand and Two Hundred Dollars **(\$1,200.00)** per month.

An employee collecting **weekly** Sickness Indemnity Benefits for five **(5) days** or more **and who has** had a deduction of three **(3)** days (refer **B-8, C-5, or E-10**) **will be** restored **to his** regular **rate** for **those** three **(3)** days. This provision **will** provide a maximum of **six (6) days** per calendar year, non-accumulative.

WESTON BAKERIES LIMITED

SCHEDULE "B"

WORK WEEK, PAY AND COMMISSIONS FOR SALESMEN

B-1 WORK WEEK:

Sales employees, spare salesmen, or drop-off delivery routes will **work** a five (5) day **week** from Tuesday to Saturday inclusive. Should **the Company** find it advisable or **necessary** to change the dropout day for **such** sales employees, **thirty (30)** days notice **will be given to the Union.**

B-2 DROP-OUT DAY:

The Company may place any route **on** a drop-out basis subject **to the** following provisions:

- a) **The Company will** give **thirty (30)** days **notice** before any **route** is placed on drop **day** basis.
- b) The **salesman affected will** be guaranteed for the **thirteen (13) weeks** following the change, the average of **his earnings** for the **six (6) weeks** immediately preceding the change.
- c) **The dropout day may be** a Monday, or a **Wednesday**, or a **Saturday**.
- d) Should it become **necessary** for the Company **to run Sales routes** on Sundays **as a result of customer's requirements**, **the Company will** approach the **Union to discuss the most appropriate means of covering the routes.**

B-3 EXTRA DAY:

Salesmen who are required to **work six (6)** days in a **regular work week** or five (5) days in a **week** or a paid holiday, or four (4) days **in the week** of **two (2) paid** holidays, or three (3) days in a **week** of three (3) paid holidays, at the **rate of one-fifth (1/5)** of the route earnings for **the week** plus **the sum** of **Seventy Dollars (\$70.00)** effective September 22, 1991.

WESTON BAKERIES LIMITED

B-4 WONDER AND HOME PRIDE WHOLESALE (SHELF SERVICE) DRIVER SALESMEN:

- a) New employees will have a base rate of ten percent (10%) less than the job rate for the first six (6) months of employment and a rate of five percent (5%) less than the job rate for the next six (6) months. These percentages will apply to base rate only.

Driver salesmen shall receive a base of Five Hundred and Twenty One Dollars (\$521.00) weekly which will increase to Five Hundred and Thirty One Dollars (\$531.00), effective June 29, 1994; and shall receive the following kilogram commissions:

Effective June 29, 1991.

Shelf Service

- 8.9 cents per kilogram for Branded Product
- 3.0 cents per kilogram for Private Label

Drop Service

- 1.7 cents per kilogram for Branded Product
- 1.2 cents per kilogram for Private Label

Cake and Sweet Goods (Shelf Only)

10.6 cents per kilogram for all Products

Should the combination of base and kilogram commission not exceed the personal guarantees set out in B-11, the salesmen shall receive his personal guarantee for the life of this Agreement,

Effective June 29, 1992

Shelf Service

- 9.4 cents per kilogram for Branded Product
- 3.0 cents per kilogram for Private Label

Drop Service

- 1.8 cents per kilogram for Branded product
- 1.2 cents per kilogram for Private Label

shelf nl
11.3 cents per kilogram for all Products

WESTON BAKERIES LIMITED

B-5 DROP-OFF DELIVERY ROUTES:

The rate of pay for Drop-off delivery drivers, regardless of the type of vehicle used for such delivery shall be:

\$780.00 per week

Effective June 29, 1994.

\$790.00 per week

- * **Note:** It is understood that these rates shall apply to employees hired after September 27, 1987. Sales employees hired before September 27, 1987 who move to Drop Routes shall receive their personal guarantee as set out in B-11.

B-5 a) Drop delivery drivers will receive 1/2 hours pay for shunting trailers.

B-6 SPARE SALESMEN:

a) The weekly wage for spare salesmen:

Spare Route Salesmen - \$620.00/week. Effective June 29, 1994 - \$630.00/week
Spare Drop Delivery - \$620.00/week. Effective June 29, 1994 - \$630.00/week.

New employees will have a base rate of ten percent (10%) less than the job rate for the first six (6) months of employment and a rate of five percent (5%) less than the job rate for the next six (6) months. These percentages will apply to base rate only.

b) When a Spare Salesman operates a route, he shall be paid the earnings for the route for the time he operates such route.

B-7 ATTENDANCE:

Attendance is the individual responsibility of each employee and in order to minimize customer and employee disruption, each employee is required to advise his supervisor or Company designate of any pending absence as soon as possible and at least two (2) hours before his scheduled starting time.

Salesmen who absent themselves from work with or without permission will have one-fifth (1/5) of the current weekly earnings deducted from their pay for each day of absence. For each verified personal illness, the deduction for each of the first three (3) days of absence shall be Fifty Dollars (\$50.00).

WESTON BAKERIES LIMITED

B-8 PAYMENT OF COMMISSIONS:

The Company **will** pay the appropriate rate of commission to a salesman where the said salesman's regular customers obtain products through special delivery or pick up products at the Company depots which the salesman **normally** delivers. Further, if a salesman **sells**, or delivers or **collects** for a product, he **will** receive the appropriate rate of commission.

B-9 OTHER THAN BAKERY PRODUCTS:

If the Company decides to **sell** other **than bakery** products from its vehicles and a lower rate of commission is established than set out in this Agreement, **the Union** shall have the **right to enter into** negotiations **on the** rate of commissions **being** paid for the said products. "Other than **bakery** products" shall mean products not manufactured by the **Company** excluding bread, rolls, **cakes**, pies, **tarts** and confection cakes.

B-10 PRODUCT DELAY:

Salesmen and Drop **delivery** drivers who report for work at their **normal starting time** and their complete order is not available at **the time they** are ready to leave, **will not be required to wait** for **the** balance of **their** order and the company will **deliver same** by special delivery.

B-11 PERSONAL GUARANTEE:

The following schedule indicates the Personal **Guarantee** that each employee **will carry** effective June 29, 1991:

SCARBOROUGH

K. Terrell	809.38	N. McClelland	740.38
D. Vice	728.26	B. Oliver	747.34
M. Podsiadlo	738.47	R. Walker	734.95
R. Stewart	726.49	J. Fehervari	735.96
R. Capiw	762.91	T. Ritty	755.89
J. Newstead	855.74	A. Foulkes	716.70
R. Hope	727.61	A. Khullar	742.45
M. Stire	714.27	J. Pomroy	705.79
B. Macht	738.35	B. Pawley	729.94
C. Fulford	726.22	S. McCaulhey	728.57
J. Terminesi	734.88	N. Piccini	781.65
L. Slater	737.68	B. Burgess	873.26

WESTON BAKERIES LIMITED

DUPONT

D. King	836.94	D. Lamb	881.45
A. Nigro	804.09		

BRAMPTON

C. Snowden	710.24	J. McLean	747.76
J. Ross	758.33	B. Getty	730.60
R. Rowen	747.69	H. Syrota	791.38
R. Hotham	792.60	P. Firo	745.93
J. Hall	761.40	R. Reid	824.73
H. Tierney	722.58	T. Callaghan	758.86
S. Voyce	842.82	N. McCannell	749.97
A. Jess	707.75		

The following schedule indicates the Personal Guarantee that each employee will carry effective June 29, 1992:

SCARBOROUGH

IC. Terrell	839.38	N. McClelland	770.38
D. Vice	758.26	B. Oliver	777.34
M. Podsiadlo	768.47	R. Walker	764.95
R. Stewart	756.49	J. Fehervari	765.96
R. Capiw	792.91	T. Ritty	785.89
J. Newstead	885.74	A. Foulkes	746.70
R. Hope	757.61	A. Khullar	772.45
M. Stire	744.27	J. Pomroy	735.79
B. Macht	768.35	B. Pawley	759.94
C. Fulford	756.22	S. McCaulhey	758.57
J. Terminesi	764.88	N. Piccini	811.65
L. Slater	767.68	B. Burgess	903.26

DUPONT

D. King	866.94	D. Lamb	911.45
A. Nigro	834.09		

BRAMPTON

C. Snowden	740.24	J. McLean	777.76
J. Ross	788.33	B. Getty	760.60
R. Rowen	777.69	H. Syrota	821.38
R. Hotham	822.60	P. Firo	775.93
J. Hall	791.40	R. Reid	854.73
H. Tierney	752.58	T. Callaghan	788.86
S. Voyce	872.82	N. McCannell	779.97
A. Jess	737.75		

WESTON BAKERIES LIMITED

B-12 : OVERTIME:

For the purposes of calculating overtime for route servicemen, the Company, upon the request of the employee, will total the hours worked for the week in question plus the previous three (3) weeks, and if the total exceeds 180 hours, then overtime at the rate of time and one-half (1 ½) the base divided by 42 ½ hours will be paid for all hours in excess of 180 hours. The above does not apply until a new employee has reached the job rate (to be effective January 1, 1986).

SCHEDULE "C"

TRANSPORT DRIVERS

1. Transport drivers shall be paid hourly rates according to the following schedule:
 - a) Effective June 29, 1992 - \$19.25 per hour;
 - b) Effective June 29, 1994 - \$19.50 per hour.
2. New employees will receive a rate of pay that is 10% less than the job rate for the first six (6) months of employment and a rate of pay that is 5% less than the job rate for the next six (6) months of employment.
3. The regular work week shall consist of forty (40) hours which shall be worked in five (5) days each week. The Company may assign a forty (40) hour, four (4) day work week. The Company shall continue its present practice regarding rest periods, meal periods, and operating on a basis of four (4) day runs where practically possible.
4. Overtime at the rate of one and one-half (1 ½) times the applicable hourly rate will be paid as follows:
 - a) for time worked in excess of forty (40) hours weekly;
 - b) in week in which paid holidays occur, the work week will be reduced by the scheduled daily hours for each paid holiday in the work week for the purpose of calculating overtime;
 - c) for all hours worked on their scheduled day off;
 - d) for all hours worked on a paid holiday;
5. The hourly rate of pay shall commence when the driver reports for work as scheduled, provided he performs any duties in connection with his regular work allocated by the Company. The Company shall continue its present practice regarding the payment of waiting time to transport drivers. Drivers shall not be required to perform shunting duties prior to, or following a scheduled trip.
6. A transport driver who is called in to work will receive a minimum of four (4) hours pay, provided he remains at work during the said four (4) hours and, if requested, performs such duties as may be assigned.
7. The driver's duties shall include the normal preparation of the vehicle, the initial hook-up of the equipment and the final unhooking and storing of equipment. It shall be the responsibility of the drivers to check oil, gas, tires, water and lights on equipment. Any defects in same shall be immediately reported to the proper authorities.

WESTON BAKERIES LIMITED

8. The Company will **only** require employees to operate vehicles which are in a safe **operating** condition and equipped with the safety appliances required by law. It shall be the duty of employees to **report** promptly, in writing **to the Company**, **all** defects in equipment. The determination of, **as well as** the responsibility for, all decisions in regard to the condition of equipment, shall rest with the senior qualified **representative** of the Company **on the premises**.
9. **All** trips shall be operated by transport drivers except in **cases** when no transport driver is immediately available, and provided **a** transport driver has had eight **(8)** hours rest **between shifts**. If a scheduled run is canceled, the assigned driver will be paid for the run, or any substitute run, **which-ever** is greater. Overloads may be delivered at the discretion of the Company, but the driver available for the trip will be paid at the regular rate of pay. If the Company assigns a mechanic to **a** **scheduled** trip **in excess of six (6) hours**, then **the terms of this section also** apply to **that mechanic**. **Extra trips and call-ins will be covered as follows;**
 - 1) laid off drivers
 - 2) current drivers **as per collective agreement**
 - 3) outside driver **service**
10. **No** driver **shall** be permitted **to allow** anyone, except employees of **the Company who are** on duty, or other transport drivers broken **down on the highway, to ride on his** truck, except by **written** authorization of the Company.
11. **If a sufficient number of** employees do not agree to **work** overtime, **the Company** may select employees **starting** with employees with **the least seniority, regularly** performing the work required.
12. If **a** transport driver **is absent** due **to** verified **personal illness**, he **shall** be paid **his** scheduled hours for each of the first three (3) days, minus \$50.00 for each **day of absence**.
13. **If** a transport driver **works two (2)** hours or more above **his** scheduled daily hours, he will receive a meal allowance of **Six Dollars and Fifty Cents (\$6.50)**.
14. Employees **working** on a Sunday will receive a premium of **\$3.50 per hour** over **and above** their regular rate of pay.

GUARANTEED PAY:

1. Each transport driver who **has** completed one **(1)** year or **more** of service will be guaranteed not less than the equivalent of forty (40) hours pay **at his straight time rate** for **each** week in which he is **required to** work four **(4)** or five **(5)** days respectively, provided:
 - a) he **reports** for work each working hour assigned by **the** Company;
 - b) he **performs** whatever work is assigned when **his regular work is not available**.

Employees on lay off will be guaranteed hours of work according to the Letter of Agreement dated ~~March~~ 11, 1992. This ~~thirty~~ hour guarantee shall only apply in situations where the employee is available to **perform work** in excess of thirty hours. If he is not available, **this** guarantee **will** not apply.

2. The above **terms will not** apply where the Company is prevented from providing work because of fire, flood, **strike**, lack of power or any similar **circumstance** beyond **the** control of the Company.

ROUTE BIDDING:

Transport runs **will** be posted on a weekly basis.

Seniority shall govern **the** bidding. **All** permanently vacant routes shall **be** posted within five **(5)** days of vacancy. The posting of any run which will be temporarily vacant in **excess** of two **(2)** weeks will **be** discussed with the Union Steward **with a** view **to** posting **the** vacant run or not. There shall be **no** four **(4)** hour runs. **Any** scheduled new run in the future under eight **(8)** hours will **be discussed with the** **Union** Steward in **an** attempt to combine **with** another run with a view **to** resolve.

ALLOTED HOURS FOR SCHEDULED RUNS

* Sudbury	12 hours
Sudbury - Parry Sound	14 hours
* Kingston	8 hours
Barrie	4 hours
North Bay	11 hours
Burk's Falls - North Bay	13 hours
* Orillia	4.5 hours
Stoney Creek	3 hours
* Kitchener	4.5 hours
Welland	5 hours
Hamilton	4 hours
Eastern/Dupont	2 hours
North Queen	1.75 hours
Shunting	½ hour

* Add 1/2 hour to **these times** for the winter period of Nov. 21 to April 1st.

WESTON BAKERIES LIMITED

SCHEDULE "D"

June 28, 1991

Mr. M. Aylwin
President,
Milk and Bread Drivers, Caterers
& Allied Employees, Teamsters
Local Union 647
7 Hafis Road
Toronto, Ontario
M6M 2V6

Dear Mr. Aylwin:

This will confirm the Company's understanding reached at our recent negotiations concerning the following matters for the duration of the current agreement, to expire June 28, 1991.

D-1 TRANSPORT DRIVERS:

The Company agrees to maintain five (5) transport drivers for the life of this Agreement.

D 2 (1) ~~SION OF D~~ . ~~DELIVERY R~~

The following terms are applicable only to employees on "D" routes:

- a) Attendance at a special training course fully paid for by the Company, in the operation of ~~Tractor~~ Trailers shall be offered on a seniority basis. Employees will be paid the above fixed rate while attending the course.

D-3 TRAFFIC AND SAFETY ITEMS:

- a) The Company undertakes to install convex mirrors on all road vehicles.
- b) Precautions will be taken to ensure that retread tires, either through the Company maintenance or by contract jobbers, will not be installed in violation of existing legal requirements.

D-4 There shall be no language changes other than those presented in writing and agreed to between the parties.

SCHEDULE "E"

WORKING CONDITIONS FOR WAREHOUSE PERSONNEL

E1 WORK WEEK:

- a) The **normal** work week shall consist of ~~thirty-seven~~ and one-half (**37 ½**) hours to be worked in five (**5**) or four (**4**) days each week. Work schedules, **as** determined by the Company, will **be** posted at least one (1) **week** in advance of the date they become effective. Sunday will be considered the **normal** day off **unless** market conditions necessitate a change. It is understood that the company may schedule up **to 50%** of the Shipping employees and where practically possible, employees on a four day schedule will have two consecutive days off.
- b) **Each** regular full **time** employee who **has** completed one (**1**) **year** 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 ½**) hours pay at **the** employee's regular straight **time rate**, provided:
- 1) **the** employee reports for work at his scheduled starting time each **working** day; and
 - 2) the employee performs whatever work the Company **has** available and assigns to **him**.

In a week in which one more designated statutory holiday occurs, the **guarantee** of weekly hours **shall be** reduced accordingly.

This provision **shall** not apply in the event that **fire**, flood, explosion, **strike**, mechanical **breakdown**, or any other **circumstance** providing **work** to **any** employee or group of employees.

E-2 STATUTORY HOLIDAY WEEK:

- a) **In a week** in which a designated statutory holiday occurs, **as** provided for **in** Article **16.01**, the work **week** shall be **reduced** by one (**1**) day for each such holiday.
- b) Payment for each designated **statutory** holiday **shall be** calculated at **seven and one-half (7 ½)** hours under the conditions **specified** in Article 16.05.
- c) **For purposes** of calculating overtime the **work week** shall be reduced by seven and one-half (**7 ½**) hours for **each** designated statutory holiday **as** provided for in Article **16.01**.

E-3 LUNCH PERIOD:

Service Centre operations **and** warehouse employees will **be** granted unpaid lunch periods of thirty (30) minutes duration.

E-4 REST PERIODS:

There shall **be two (2)** paid ~~fifteen~~ (15) minutes rest periods, one (1) each half shift.

An employee who is required to work in excess of **two (2)** hours overtime after completion of **a** regular shift, **will be** granted an additional paid rest period of **ten (10)** minutes duration and shall ~~be~~ given **a** meal allowance **of Six Dollars and Fifty Cents (\$6.50)**.

E-5 RECALL TO WORK TO MEET EMERGENCIES:

When **an** employee is called **back to** work **after** the conclusion of **his** regular shift and after he has left the premises, he will **be** paid **a** minimum of four **(4)** hours **at** time **and** one-half **(1 ½)** of **his** regular rate. **An** employee called back **within** four **(4)** hours of **his** scheduled **starting** time **shall be** paid for **time** worked up **to that** starting time ~~at time~~ and one-half **(1 ½)** **his** regular rate.

E 6 WASH UP PERIOD:

Employees **will be allowed** two **(2)** wash up periods, one of five **(5)** minutes **immediately** prior to the lunch period and **the other ten (10) minutes** before quitting time.

E 7 OVERTIME:

Overtime will **be** distributed **as** evenly **as** practical. Overtime **at the** rate of **time and one-half (1 ½)** shall **be** paid in **the** following circumstances, **but** if applicable under **more than** one section, it will be paid **on the one section** involving the greatest excess:

- a) for hours **worked** in excess of thirty-seven and one-half **(37 ½)** hours **in any** Week;
- b) for hours worked in **excess** of thirty (30) hours in **a** week in **which** a designated statutory holiday occurs and in **excess** of twenty-two **and one-half (22 ½)** hours in a week in which **two (2)** statutory holidays occur, **and in excess of fifteen (15) hours in a week in which three (3) statutory holidays** occur;
- c) for **hours** worked on the shift **declared** by the Company **as** the employee's **paid** holiday shift;

WESTON BAKERIES LIMITED

d) for hours worked on an employee's scheduled day off

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

A list of all overtime offered will be maintained by the Company and will be available for review, Requests to work overtime will be made as early as possible prior to the end of the shift. refusal of overtime offered, if more than 1.5 hours notice is given, will be counted as time worked, only for the purpose of determining the equitable distribution of overtime, if less than 1.5 hours notice is given, the refusal will not be counted.

E-8 OF PAY FOR WAREHOUSE PERSONNEL

a) Classification	Effective June 29/92	Effective June 29/94
General Helper	17.,56	17.81
Lead Hand	.25 above highest qualified rate	
Shipper	16.65	16.90
Head Shipper	17.00	17.25
Students/Part-time		12.00

b) New employees will have a base rate of ten percent (10%) less than the job rate for the first six (6) months of employment and a rate of five percent (5%) less than the job rate for the next six (6) months.

c) It is understood that other than the rates of pay, all other terms and conditions of the Collective agreement will not apply to students and part-time employees. It is understood that Students and part-time employees will only be used to replace vacations, Leave of Absence and long term illness of one or more weeks, and when no laid off employee are available to do this work. Also students and part-time employees will only be considered for overtime opportunities after it has been offered to laid-off and full time employees, This will have no effect on employees hired prior to ratification.

E-9 ABSENCES:

Attendance is the individual responsibility of each employee and in order to minimize customer and employee disruption, each employee is required to advise his supervisor or Company designate of any pending absence as soon as possible and at least two (2) hours before his scheduled starting time.

Warehouse personnel who absent themselves from work with or Without permission will have seven and one-half (7 ½) hours pay deducted for each day of absence. For each verified personal illness, the deduction for each of the first three (3) days of absence shall be Fifty Dollars (\$50.00).

WESTON BAKERIES LIMITED

In the event warehouse personnel are sent home as a result of a work related injury, the company will make up the difference in lost wages to seven and one-half (7 ½) hours pay for that day.

E-10 The Company will continue to pay course fees for employees whom it requires to take upgrading courses.

E-11 **SHIFT SCHEDULES:**

Shift schedules will be posted on a weekly basis. Employees may bid on schedules according to seniority. If the shift changes by more than two hours the shift will be posted and bid.

E12 The Company will purchase one (1) vest for each full time shipper on a one (1) time only basis.

E13 Employees required to work on a Sunday will receive a premium of \$3.50 per hour over and above their regular rate for all hours worked on a Sunday.

SCHEDULE "F"

GARAGE EMPLOYEES

HOURS OF WORK:

1. The Company does not guarantee to provide work for the **regular work week**, daily hours, or for any other hours.
2. The **regular work week will** consist of thirty-seven and one-half (**37 ½**) hours **to be** worked in five (**5**) days of each **week**.
3. Employees will be **granted** unpaid lunch periods of **thirty (30)** minutes duration. **The** said lunch periods will not occur before **any** employee has worked two and one-half (**2 ½**) hours, and **will** occur before **an** employee has worked four and one-half (**4 ½**) hours. **The Company will** pay **to licensed** mechanics a meal allowance for road calls of Seven **Dollars (\$7.00)** payable on **presentation** of a receipt.
4. Paid rest periods of **fifteen (15)** minutes duration in the first half shift, **and in the** second half shift **will be** granted. The time of the rest periods will **be** chosen by **the** foreman, but will normally occur **as** closely **as** possible to the middle of **the** half **shift**. An employee required to work in excess of **two (2)** hours overtime after a **regular shift, will be** granted an additional paid rest period of ten (**10**) minutes duration at the end of the **regular** shift and one for each two (**2**) hours overtime worked thereafter. **Any** employee who is required to work more **than ten (10)** hours in **any one (1)** continuous period, and who has not **been** notified of such requirement before reporting to work at the start of the period shall be credited with a meal allowance of **Six Dollars and Fifty Cents (\$6.50)** which **will be** paid on the **regular pay day**.
5. Should an employee not receive a paid **break** or an unpaid **meal** period through **the** action of a **Company** Supervisor, he **shall be** paid one (1) hour's pay at **regular rates** for each break not received, and paid **two (2)** hours pay at **regular rates** for each **meal** period not received within the hours **specified** in # 3 above. **This shall** not apply if the break or **meal** period cannot be fulfilled due to **the** absence of employees from **work**, including not **returning** from breaks or **meal** periods on time.
6. The daily hours, starting and **quitting** times, will be determined by the Company **in accordance with** production requirements. **Shift** schedules will be posted **nine (9)** days in advance of the date **they become** effective. **These** schedules **shall be** adhered to **unless an** emergency forces a change. **The starting** times of shifts shall be set by the Company, **but shall** not deviate by more than one and one-half (**1 ½**) hours from day to day and such **variations shall** not accumulate over the **work week i.e. only one (1) change** in starting time not to exceed one and one-half (**1 ½**) hours will be permitted each **week**.

1. [] PAY

1. a) The Company shall not require employees to work longer than seven and one-half (7 %) hours of work in any one (1) day, However, employees are expected to co-operate with the Company and shall not unreasonably refuse to work overtime.
- b) The department foreman shall keep an overtime list which shall be open to the inspection of the department steward, Overtime will be distributed as evenly as practical. A copy of the overtime list will be given to the Chief Steward on an accounting period basis.
2. A rate of one and one-half (1 ½) times an employee's applicable hourly rate will be paid as follows:
 - a) For all time worked in excess of seven and one-half (7 ½) hours in a shift; or thirty-seven and one-half (37 ½) hours in a regular work week; or thirty (30) hours in a work week containing one (1) paid holiday; or twenty-two and one-half (22 ½) hours in a work week containing two (2) paid holidays;
 - b) For all time worked by an employee when called in on his shift off, or called in before his scheduled starting time;
 - c) For all time worked by an employee on the shift declared by the Company as his paid holiday shift;
 - d) For all time worked by an employee on the shift worked on the calendar day of a Paid Holiday;
 - e) For all time worked before an employee who has a day off has had thirty (30) hours off between the end of straight time hours on the day immediately before the day off and the start of straight time hours on the day immediately after the day off;
 - f) For all time worked before an employee who has two (2) consecutive days off has had fifty (50) hours off between the end of straight time hours on the day immediately before the two (2) days off and the start of straight time hours on the day immediately after the two (2) days off.
3. Rates shall not pyramid for the same hours worked and the maximum rate that will be paid to any employee for any hours worked shall be one and one-half (1 ½) times his hourly rate plus the night shift premium, where applicable.

GUARANTEE PREMIUM PAID

1. a) Each employee who has completed one (1) year of continuous employment will receive minimum ~~weekly~~ pay of no less than the equivalent of thirty-seven and one-half (37 ½) hours at ~~his~~ straight time rate (including holiday pay), provided:
 - i) he reports for work for each scheduled working hour assigned by the Company;
 - ii) he performs whatever work is available ~~and~~ assigned to ~~him~~ by the Company.
- b) The ~~terms~~ of this ~~section~~ will not apply where the Company is prevented from providing work to ~~any~~ employee ~~or~~ group of employees ~~because~~ of ~~fire~~, flood, explosion, strike, breakdown of machinery, or ~~any~~ other circumstance beyond the control of the Company.
- c) The Company shall not use any week-end premium to compute the ~~weekly~~ guarantee of pay.
2. An employee ~~who has~~ left the premises ~~and~~ who is called ~~back~~ to work to ~~meet~~ emergency conditions ~~will be~~ paid a ~~minimum~~ of four (4) hours pay ~~at~~ overtime rates. ~~Employees called back within~~ four (4) hours of their scheduled starting time shall ~~be~~ paid for time worked up to that ~~starting~~ time at time and one-half (1 ½) their regular rate, ~~and~~ the ~~guarantee~~ shall not apply.
3. A night shift premium of seventy cents (70¢) per hour will ~~be~~ paid for ~~all~~ hours worked on shifts ~~between~~ 6:00 p.m. and 6:00 a.m. ~~effective~~ August 2, 1987. This night shift premium shall not ~~be~~ added to the rates of pay for purposes of ~~calculating~~ overtime pay.
4. Employees ~~who~~ report for ~~work~~ on an assigned shift ~~without being~~ told in advance ~~not to~~ report ~~will be~~ given work or pay for at least four (4) hours. This ~~will~~ not apply when employees ~~has~~ failed to keep the Company ~~informed~~ of ~~his~~ current address ~~and~~ telephone number, or when circumstances beyond ~~the~~ control of ~~the~~ Company prevent work from being provided.
5. The following ~~will~~ apply to mechanics ~~and~~ maintenance men:

The tool allowance for mechanics ~~and~~ maintenance personnel will be ~~Three Hundred~~ and Seventy-five ~~Dollars~~ (\$375.00) per year. ~~Effective~~ June 29, 1994 the tool allowance ~~will be~~ Four ~~Hundred~~ and Twenty-Five ~~Dollars~~ (\$425.00).

Receipts ~~will~~ not be ~~required~~ and a cheque ~~will~~ be issued April 1st of each year.

6. Employees required to work on a Sunday ~~will~~ receive a premium of \$3.50 per hour over and above their ~~regular~~ rate for ~~all~~ hours worked on ~~the~~ Sunday.

UNIFORMS:

The Company will supply five (5) issues of uniforms each week for garage employees who will be required to turn in soiled uniforms in exchange for laundered uniforms. When requested by an official of the Company, employees will surrender their uniforms.

RATES OF PAY:

Garage employees will be classified and paid hourly rates according to the following schedule:

	<u>June 29, 1992</u>	<u>June 29, 1994</u>
Licensed Mechanic	\$20.06	\$20.31
Maintenance Man	\$18.41	\$18.66
Truck Washer & Gas Man	\$18.11	\$18.36

New employees will receive a rate of pay that is 10% less than the job rate for the first six (6) months of employment and a rate of pay that is 5% less than the job rate for the next six (6) months of employment.

A garage employee collecting Weekly Indemnity for seven (7) calendar days or more, will have the first, second and third day of illness paid at his regular straight time hourly rate of pay, minus a deduction of \$50.00 per day. Such payments shall be for a maximum of two (2) times for a total of six (6) days in a calendar year, non-accumulative.

ESPECIAL VACATION ITS TENDED EMPLOYEES

TERMINATED BY CHRISTIE'S MAY 6, 1978.

D E RIES L MAY 8, 1978

VACATIONS IN 1978:

Cut-off date of June 30 under G.B. vacation entitlement to apply in future.

As Christie's **will** have paid vacation pay up to **and** including **May 6, 1978**, four percent **(4%)** vacation pay (or **six percent (6%)** where applicable) **will** apply **in 1978** on G.B. earnings **May 8th - June 30th, 1978** inclusive. **(Any employee who terminates will be paid four percent (4%) vacation pay from May 8, 1978).**

Time off **as** scheduled under Christie's vacation postings **will be allowed.**

1 IN 1979:

a) All employees **who** had completed a **minimum** of five **(5) years of** continuous service with Christie's prior to **May 6, 1978**, to be given three **(3) weeks with** Pay-

b) **All others** (with **G.B. service commencing May 8, 1978**):

two (2) weeks with pay.

VACATIONS IN 1980:

a) In accordance with **1978** entitlement, or

b) **All** employees **who** had completed a **minimum** of **fifteen (15) years** of continuous service with Christie's prior to **May 6, 1978**:

four (4) weeks with pay.

VACATIONS IN 1981 AND BEYOND:

a) In accordance with **1980** entitlement, or

b) **All** employees at the above locations **who** had completed a **minimum** of **twenty-five (25) years** of consecutive service with Christie's prior to **May 6, 1978**:

five (5) weeks with pay.

Mr. M. Aylwin
President
Milk and Bread Drivers, Caterers,
& **Allied** Employees, Teamsters
Local Union 647
1885 Wilson Avenue
Weston, **Ontario**
M9M 1A2

Dear **Mr. Aylwin**:

Attached are copies of ~~the~~ Collective Agreement for Toronto.

Not included ~~was the~~ understanding that vacation selection for **all** occupational groups **will be** considered to be the **stated maximums assigned for prime time as well as times outside of the prime period.**

As well, we continue the practice for the transport drivers to cover vacation schedules to the extent of available and willing manpower.

The present practice wherein transport drivers will not be required to assist in loading or unloading vehicles at locations where shippers are assigned, will continue. This understanding also includes the present practice where such drivers may assist or be asked to assist when weather, lateness or other such conditions affect their expected scheduled times.

During negotiations we had outlined the practice now in effect that all new uniforms would be blue.

The Company will supply pricing guns to route servicemen, as required.

Yours truly,

WESTON BAKERIES LIMITED

August 14, 1989

Alex McConkey
Business Representative
Teamsters, Local 647
7 Hafis Road
Toronto, **Ontario**
M6M 2V6

Dear Mr. McConkey:

This letter will confirm **the following** arrangements **which** were agreed upon during **the** recent negotiations.

1. The Company **will make every** attempt to **show a salesman** or spareman **the** route **prior to running the** route.
2. Where possible, the Company **will provide assistance** to the **salesman** when **the** truck hoist is inoperable,
3. The **uniform service** provided in **the** Scarborough depot will be incorporated at **the** Brampton depot for **the** Shippers.
4. It is not **the** intent of **the** Company to use a direct order to circumvent the Collective Agreement. Whenever a **circumstance** arises in **which a direct** order is given, **the** order will be obeyed. **As soon as possible afterwards**, it is the intention of the **Company** to review with **the Union**, the circumstances that resulted in **the** direct order given.
5. **The Company agrees** to provide information on **the various benefits** program and levels of coverage.
6. Where **necessary**, the **Company** will provide salesmen with a dolly.

Yours truly,

Bill Thorp
Manager Human Resources

WESTON BAKERIES LIMITED

September 26, 1989

Alex McConkey
Business Representative
~~Teamsters~~, Local 647
7 Hafis Road
Toronto, Ontario
M6M 2V6

Dear *Alex*:

Re: Collective Agreement Revisions for Brampton / Scarborough

Please find enclosed a copy of the revised agreement which includes the most recent changes.

You will note that the wording "Shelf Only" has been deleted from the Cake and Sweet Goods rate as you requested. It will be understood that this rate applies to "shelf only product".

You will also note that the 44 hours shown in C-11 has not been changed. It was our understanding that the 184 hours was reduced to 180 but, we did agree to change the formula for pay calculation.

All other changes were completed as requested.

Yours truly,

Bill Thorp
Manager Human Resources

WESTON BAKERIES LIMITED

September 24, 1991

Alex McConkey
Business Representative
~~Teamsters~~, Local 647
7 Hafis Road
Toronto, Ontario
M6M 2V6

Dear Mr. McConkey:

This letter will confirm the arrangements which were agreed upon during the recent negotiations for Toronto Sales group, Garage, ~~Transport~~ and Shipping.

1. **Article 13.08 - Loss of License**

If, during the term of this ~~Collective~~ Agreement the law changes with respect to loss of license, the Company will recognize the change to a maximum of twenty-four (24) months. It is further understood that this would apply to the first offense and only once in a career. The last sentence of the current language would be deleted.

2. **Mechanics (items 5 & 6, Page 32 old agreement)**

- a) The present method of shift changes shall be maintained in the garage i.e. no rotation of shifts with the midnight shift.
- b) If it becomes necessary to fill a midnight mechanic's position, the mechanic with the least seniority will be required to fill it until a replacement is found and trained to take it over.

3. **Payroll Cheques will be changed to reflect:**

- a) year-to-date earnings
- b) overtime to be identified separately

4. Supervisors will review problem accounts (billing) with the Salesman.

5. Company will pay 50% of the cost of printing new agreements.

6. With regard to salesmen calling in when they will be absent, we have agreed that each depot will designate a Supervisor each week that will take all calls. Sales staff will be advised weekly of the designated supervisor.

7. Age + Service Issue - see separate note.

September 25, 1991

Alex McConkey
Business Representative
Teamsters, Local 647
7 Hafis Road
Toronto, Ontario
M6M 2V6

Dear Mr. McConkey:

RE: VOLUNTARY TERMINATION OF EMPLOYMENT

A maximum of five (5) employees in a calendar year may elect voluntary termination if their age plus years of service is eight-five (85) or more. Employees must make application to leave their employment by September 1st preceding the year they wish to terminate.

Employees will receive on their date of termination, a lump sum payment equal to one-half (½) weeks pay per year of continuous Weston Bakeries service, to a maximum of fifteen (15) weeks pay. The Company will maintain coverage for Drug Prescriptions until the employee reaches his or her 65th Birthday.

Employees cannot receive the above if their voluntary termination date falls after their 64th Birthday.

Sales employees will have their base reduced by Five Dollars (\$5.00) per week and hourly employees rate reduced by Five Cents (5¢) per hour to assist with finding their program.

Yours truly,

WESTON BAKERIES LIMITED

Bill Thorp
Manager Human Resources

**WESTON BAKERIES LIMITED
EASTERN AVENUE PLANT**

BATE: March 18, 1992

TO: Transport Personnel

FROM: Bill Thorp

SUBJECT: PROCEDURES

Please note **below** the procedures to be followed regarding the temporary assignments of laid-off drivers and additional assignments for active drivers.

1. **IN ALL CASES OF ABSENCE**, absence includes, but is not restricted to illness, incidental days, bereavement, vacation, jury duty, union business, accident, substituted days for birthdays, the absent driver's run will be filled as follows:
 1. Laid-off drivers will be called in, in order of seniority.
 2. Current active drivers will be offered overtime.
 3. Driver service.
2. A *record* will be kept of laid-off drivers who are not available when called or refuse a temporary assignment and the reasons why.
3. It will be the responsibility of the laid-off drivers to keep the company advised of their current address and telephone number.
4. If the laid-off driver does not answer the telephone the next most senior driver will be called. A record of the call will be kept.
5. If a laid-off driver is not available, current active drivers will be offered the overtime in order of seniority as long as they meet the eight (8) hour off rule.

**WESTON BAKERIES LIMITED
EASTERN AVENUE PLANT**

- 2 -

6. Overloads and extra trips will continue to be offered to current active drivers as per C-9 of the Collective Agreement.
7. When a laid-off driver agrees to a temporary assignment to cover for vacation and then is absent due to illness, active drivers will be offered the work as overtime.
8. When a holiday (see Article 16) occurs during an active driver's vacation and another day is granted, that driver's run on the day he takes as the holiday will be offered first to other active drivers as overtime. If none are available, laid-off drivers will be called. A driver's service may be used if the run is not filled.
9. Laid-off drivers will be paid straight time for all hours worked. If the driver works thirty (30) hours in the work week or starts a fourth shift, in that work week, he will be guaranteed forty (40) hours of work or failing this, forty (40) hours pay in that work week.
10. A laid-off driver who works one (1) shift or more in a month will have his benefits reinstated for the following month (excludes Weekly Indemnity and Long Term Disability).
11. In all cases of overtime for active drivers, the eight (8) hour rule (see C-9) will apply.

BT:dm
March 18, 1992
PROCTRANS

September 8, 1993

Hugh Tierney
Business Representative
Teamsters, Local 647
7 Hafis Rd,
Toronto, Ontario
M6M 2V6

Dear Hugh

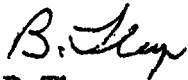
Re: Toronto Sales Negotiations

The following will confirm our agreement reached at negotiations with regard to the Sales group.

Articles D-3 and D-4 have been deleted from the revised collective agreement with the understanding that, should the Company return to a drop out day of Monday, the clauses will once again be applicable.

Active employees at ratification will receive a lump *sum* payment of four hundred (\$400) dollars which will be paid by separate cheque January 1, 1994.

Yours truly,



B. Thorp
Manager Human Resources

dir: negtiem

WESTON BAKERIES LIMITED
CENTRAL ONTARIO DIVISION
482 EASTERN AVENUE, TORONTO, ONTARIO M4M 1C3
TELEPHONE (416) 465-1161 - FAX (416) 465-1162

November 29, 1993

Hugh Tierney
Business Representative
Teamsters, Local 647
7 Hafis Rd,
Toronto, Ontario

NOV 29/93

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TO: <i>H. TIERNEY</i>	FROM: <i>B. THORP</i>
CC:	CO.:
DEPT.:	PHONE #:
FAX #:	FAX #:

Dear Hugh

Re: Toronto Collective Agreement

This letter will confirm our discussion today with regard to Article 20.01 under Schedule "B" which should read as follows:

Schedule "B" Work Week, Pay and Commissions for Route Salesmen and Drop Delivery Drivers

We will change our copies accordingly.

Yours truly

B. Thorp

B. Thorp
Manager Human Resources

dir:hughdrop

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