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EFF.	99	05/01
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No. OF EMPLOYEES	200	
NOMBRE D'EMPLOYÉS	200	

COLLECTIVE AGREEMENT

BETWEEN

**RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 461**

AND

**MAPLEHURST BAKERIES INC.
BRAMPTON, ONTARIO**

**EFFECTIVE DATE : MAY 1, 1999
EXPIRY DATE : MAY 1, 2001**

10963(02)

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MAY 02 2000

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

MAPLEHURST BAKERIES INC.

hereinafter referred to as "the Company"

OF THE FIRST PART

AND

**RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 461**

hereinafter referred to as "the Union"

OF THE SECOND PART

ARTICLE I - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The company and the union shall hold Labour Management meetings at mutually agreeable times upon request of either party.

ARTICLE II - RECOGNITION

- 2.01 The Company recognizes the Union as sole collective bargaining agent for all full-time production and maintenance employees of the Company, as well as those who perform such work as regular part-time workers (distinguished from employees of full-time status by the definitions and unique provisions found in Exhibit C hereto) at its plant in the City of Brampton save and except supervisors and persons above that rank, professional and technical employees, engineers, draftsmen, office and sales staff, retail clerks and students employed when their classes are not scheduled.

ARTICLE III - RELATIONSHIP

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

- 3.02 Except as provided in this Agreement, the Union or employees will not engage in Union activities during working hours, hold meetings on the premises of the Company without Company permission, or cause or condone absence from work by employees for any Union business or activity not specifically provided for in this Agreement.

ARTICLE IV - UNION RESPONSIBILITIES

- 4.01 Any employee who, **upon** the date of signing this Agreement is a member of the Union in good standing, and any employee who completes his or her probationary period after such date shall, as a condition of employment, join and/or maintain membership in the Union, in both instances until the expiration or termination of this Agreement, except that the Company is under no duty **or** obligation to discharge an employee expelled from the Union for any reason other than the non-payment of dues uniformly required of all employees. No employee shall be terminated under this cause unless the Union has notified him **or** her by letter of his **or** her delinquency specifying the amount of **such** delinquency allowing ten (10) calendar days for payment, furnishing the Company with written proof **of** the foregoing procedure and has requested the Company to discharge the employee by written notice.
- 4.02 **As** an aid to employees who wish to have their Union initiation fee and Union dues deducted directly from their earnings, upon receipt of a voluntarily signed individual check-off authorization card following completion of the employee's probationary period, the Company **will** deduct initiation fee and Union dues **on** a weekly basis and forward such amount to the Secretary-Treasurer of the local Union within ten (10) days following the end **of** the month.

4.03 The Union will indemnify and save the Company harmless from any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Company in reliance upon any communication from the Union to the Company or for the purpose of complying with any of the provision of the Article.

4.04 The Union, its officers, agents, representatives or members will not intimidate or coerce employees to become members in the Union or solicit members on Company time or on Company premises.

ARTICLE V - NO LOCKOUTS-NO STRIKES

5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout. Reduction of operations by lack of sales, unprofitable market for its wares or any business reason exercised in good faith or a strike by another Union that affects this operation shall not be a lockout under this Agreement.

5.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown of work, but a claim of unjust discharge or treatment may be the subject of a grievance.

5.03 Should the Union claim that a cessation of work constitutes a lockout, it may be made the subject of a grievance.

ARTICLE VI- MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, classify and suspend employees; and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he **or** she has been discharged **or** disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided. **An** employee who has been suspended by the Company shall be notified of the time the suspension is to be served within one full working day of the final discipline decision. The said suspension shall commence no later than five working days following the decision and be served on consecutive working days.
- 6.02 The Union further recognizes the exclusive right of the Company to operate and manage its business in all respects. Without limiting the generality of the foregoing, it is agreed that the location of plants, the direction of the working forces, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the purchase of parts, supplies **or** services for performance of its business, the determination of work assignments or methods and the selection of the materials to be handled, processed or manufactured, the right to create **or** discontinue jobs or work and **to** decide on the number of employees needed by the Company at any time and to relieve (layoff) employees due to lack of sufficient work **or** for other legitimate reasons, the right to use improved methods, machinery and equipment and jurisdiction over all operations, building, machinery, tools and employees are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time, and enforce plant rules and regulations to be

observed by the employees.

- 6.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause of any disciplinary action imposed including dismissal of an employee provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.
- 6.04 Nothing in this Article shall abridge any specific provision of this Agreement.

ARTICLE VII - UNION REPRESENTATION

- 7.01 The Union shall have the right to select no more than one (1) Steward per manufacturing shift from each of these Company group: Bakers, Maintenance, Shipping-Receiving, All Others and Part-Time Workers. One (1) other from any group shall be the Chief Steward. The names of Stewards and Chief Steward shall be given to the Company as employee representatives in grievable matters.
- 7.02 The Union may also select a bargaining committee for the unique purpose of re-negotiation of the Labour Agreement prior to its periodic expiration. There shall be one (1) such Committee Member from each of these Company groups: Bakers, Maintenance, Shipping-Receiving, All Others, Part-time Workers and the Chief Steward for a total not to exceed ~~six~~ (6) employee Committee Members, plus the full-time local Business Agent (or comparable Union Official). The names of Committee Members shall be given to the Company in writing from the

Union office before being accepted by the Company as employee representatives in collective bargaining.

7.03 The Union recognizes that the selected representatives authorized in this Article have regular duties to perform as employees of the Company. Therefore, any such employee will leave his/her regular **work** for the purpose of conducting business on behalf **of** the Union only after obtaining permission from his/her supervisor. Such permission shall not be unreasonably withheld.

7.04 Only regular employees who have completed the following years of continuous employment will be accepted to act with the Company as provided in this Article:

Bargaining Committee:	one (1) year
Chief Steward:	one (1) year
Part-Time:	six (6) months
Stewards:	one (1) year

An employee shall not be eligible to act as a member of the Bargaining Committee or act as a Steward until after he/she has completed the probationary period of employment.

7.05 The Local Union Representative shall be allowed access to Company premises to the same extent as any normal visitor. **Should** the Representative desire to consult with a bargaining unit employee, such shall be confined to matters specifically applicable to this bargaining unit **or** administration of this Agreement, and such employee will be made available to the Representative at a time that will not impede operations and in a location that offers privacy.

ARTICLE VIII - GRIEVANCES

- 8.01 **A** grievance is a dispute or complaint arising out of this Agreement or the relationship of the parties hereto. Any such grievance shall be raised by an employee on his/her behalf or, if on the behalf of a group of employees, or a policy grievance, it shall be raised by the Full-Time Representative of the Local Union or the Chief Steward.
- 8.02 Should a grievance arise, there shall be no stoppage or suspension of work, but the matter shall be resolved as promptly as possible by application of the orderly procedure to follow:
- 8.03 STEP ONE: The employee shall bring his/her grievance to the attention of his/her supervisor within five (5) work days following the alleged occurrence. If the employee wishes he/she may be accompanied by his/her steward. The supervisor shall offer a solution verbally within no more than two (2) work days thereafter.
- 8.04 STEP TWO: The grievance will be deemed settled on the basis of the Company (supervisor's) Step One answer unless the grievance is appealed in writing to the Production Manager within seven (7) work days following the supervisor's reply to the alleged occurrence. Within three (3) work days following timely appeal, the Production Manager (and/or such other persons as may be designated by the Company) will meet **with** the aggrieved employee and his/her steward to resolve the grievance, and the Production Manager shall give the Company answer in writing within **two** (2) work days following this meeting.

- 8.05 STEP THREE: The grievance will be deemed settled on the basis of the Company (Production Manager's) Step Two written answer unless the grievance is appealed in writing to the General Manager within three (3) work days thereafter. Within three (3) work days following timely appeal, the General Manager (and/or such other persons as may be designated by the Company) will meet with the aggrieved employee, his/her steward (and the Full-Time Representative, **or** other such comparable official as may be designated by the Local Union) **to** resolve the grievance, and the General Manager shall give the Company answer in writing within three (3) work days following this meeting.
- 8.06 A discharge grievance as provided in 8.09, **or** a grievance on behalf of a group of employees raised to the Company by the Full-Time Representative of the Local Union within ten (10) calendar days following the alleged occurrence, shall be filed in writing directly into Step Three, and thereafter be processed within the time allowances of this procedure.
- 8.07 ARBITRATION: The grievance will be deemed settled on the basis of the Company (General Manager) Step Three written answer unless the grievance is appealed in writing to arbitration within ten (10) workdays thereafter. Within five (5) workdays following timely appeal, the Union and Company shall agree upon a professional Arbitrator, **or** failing to do **so**, the Minister of Labour, Province of Ontario, will be requested to submit a panel of five (5) arbitrators from which each party shall alternately strike names with the last remaining name being the Arbitrator.
- (a) The Arbitrator so appointed shall hold a hearing on the matter at the earliest convenient date and render a written decision as promptly as is possible. That decision shall be

final, conclusive and binding upon all parties.

- (b) Arbitration shall be in accordance with the Labour Relations Act of the Province of Ontario, but the Arbitrator shall not have the authority to add to, subtract from, amend, modify, alter or substitute for any provisions of this Labour Agreement.
- (c) Each party hereto will bear the compensation and expenses of its representatives and witnesses at the hearing but the fees and expenses of the Arbitrator shall be divided equally by (and billed separately to) the parties.

8.08 Except for a grievance filed by the Full-Time Representative of the ~~Local~~ Union or Chief Steward on behalf of a group of employees, ~~or~~ as a policy grievance, ~~as~~ provided in 8.06 preceding, the Company may refuse to consider a grievance not brought to the attention of the supervisor within five (5) work days following alleged occurrence as provided in Step One aforementioned, but any time allowances provided in this Article may be extended by mutual agreement of the parties hereto. For purposes of these time allowances only, a work day shall be deemed to end at 5:00 PM. A group grievance will be filed beginning at Step 2 and a policy grievance will be filed beginning at Step 3 of the grievance procedure.

8.09 A claim by an employee who has completed his/her probation that he/she has been unjustly discharged, ~~so~~ long as it ~~is~~ presented in writing to the Company within three (3) workdays after the employee ceased to work ~~for~~ the Company, shall be moved as a grievance directly into Step Three aforementioned and thereafter processed within the time allowances of the grievance procedure.

- (a) A steward shall be notified by the Company of the discharge of an employee as soon as is reasonable to do so, and an employee discharged when at work shall be given the opportunity to talk with his/her steward privately for a reasonable time before leaving Company premises, if the discharged employee so desires.
- (b) A discharge grievance may be settled with the Company action upheld, reinstatement with or without pay for time lost, or by any other arrangement the parties (or Arbitrator) determine to be just and equitable.

8.10 The Company shall not be required to pay back wages prior to the date on which a grievance was timely filed in writing: provided that in the case of a pay shortage of which an employee was unaware until receiving his/her pay cheque, any adjustment shall be made retroactive to the beginning of the pay period (week) represented by that cheque.

8.11 With respect to the processing, disposition and/or settlement of a grievance (except in the First Step of the procedure), or with respect to any court action alleging violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement between the Company and the Union of any grievance shall constitute full and complete settlement thereof, and shall be final and binding upon the Union and its members, the employee or employees involved, and the Company.

ARTICLE IX - SENIORITY

- 9.01 Seniority is each employee's service in the employ of the Company established only after completion of his probation as provided in 9.02 hereof, and applied on a plant-wide basis.
- 9.02 A new employee is on probation (without seniority or grievance privileges) until he/she has completed sixty (60) days actually worked. During this probationary period, an employee may be discharged at the sole discretion of the Company. Probationary employees shall have no benefits or conditions of work offered to employees with seniority unless expressly provided otherwise. After successful completion of his/her probationary period, the employee's seniority will be established back to his/her most recent date of hire.
- 9.03 In cases of promotion (other than promotions to positions outside the bargaining unit) and demotion and in all cases of increase or decrease of forces, the following factors shall be considered;
- (a) skill, ability, experience, knowledge, training, reliability, and perform the physical requirements of the position
 - (b) length of continuous service as heretofore defined.
- 9.04 It is understood that where the qualifications referred to in factor (a) preceding are relatively equal, factor (b) will govern. In evaluation of factor (a) the Company shall be the judge; provided however, that if any employee believes that proper consideration has not been given to his/her skill, ability, experience, knowledge, training, reliability or perform the physical requirements of the position, he/she may file a grievance.

9.05 Job Bidding. Full-time job vacancies will be posted for not less than three days. The Company will provide the Chief Steward with a copy of the job posting. **An** employee's preference for a different job classification may be made known to the Company by tiling with his/her department manager (through his/her steward) a signed statement showing his/her preference. This statement will be retained by the Company and referred to when promoting employees under 9.03-.04 when a vacancy occurs. At the request of an employee who has filed such a statement, his/her department manager will discuss the nature of any special training, qualification or experience which the Company feels is required for the classification(s) preferred.

9.06 (a) When the Company deems it necessary to make a reduction in force anticipated to extend beyond two (2) days, the employee(s) with the least plant-wide seniority within the classification **to** be reduced shall be removed and laid **off**. Except in Production, should the employee thus removed have seniority sufficient to be retained in another classification only of equal **or** lower contract rate and be deemed qualified by the company as described in Article 9.03 and 9.04 and not wish to accept layoff, he/she shall displace only the employee with the least plant-wide seniority in that other classification first on the same shift or, if not possible then on another shift and he/she will assume the actual position and shift of that displaced employee. **For** layoffs anticipated beyond one week, the employee will be paid no more than the top rate of that classification.

Employees in the Production Classification, will follow the above displacement procedure, for layoffs extending beyond two (2) days. Should the employee have plant-wide seniority sufficient to be retained in the Operations

or the Sanitation Classification, he/she may do so if he/she is deemed qualified by the Company. Determination of qualification will be at the Company's sole discretion, utilizing skill, ability, experience, knowledge, training and reliability and perform the physical requirements of the position.

The exercise of displacement rights by Production employees will be only with respect to the employee with the least plant-wide seniority either firstly, on the same shift or, if not possible, then on another shift. Such senior employee will assume the actual position and shift of the displaced employee.

Should the employee thus displaced have seniority sufficient to be retained exactly on the prior terms and not wish to accept layoff, he/she shall displace another employee in exactly the same manner, and so on until an employee accepts a layoff, or cannot be retained and is laid off.

(b) Where the Company announces a permanent layoff of employees, in addition to the above, the following shall apply. A senior employee who has rights to displace a junior employee as provided above, shall be entitled to up to 5 working days of familiarization on the job into which he seeks to move. The employee's right to familiarization is subject to the following conditions:

1. He/she has the basic skill, ability, (including the physical ability) and qualifications necessary to perform the position.

2. An employee shall only be allowed one (1) familiarization period for the permanent layoff in question.
3. In the event that the employee is able to perform a job held by a junior employee without the necessity of the familiarization period, at the Company's discretion he/she shall not be allowed a familiarization period on a different job.

9.07 An employee temporarily assigned for a period not to exceed one (1) week to work in a classification other than his/her "own" (from which he/she can be spared) will be paid his/her prior rate or the top rate of the classification to which temporarily assigned, whichever is higher.

- 9.08
- (a) Layoffs referred to elsewhere in this Article shall be those in excess of two (2) working days. A temporary layoff may be caused by shortages of materials, inventory or scheduling necessities or any other reasons, and to the extent that such a layoff does not exceed two (2) working days in any one calendar week, it need not follow the seniority constraints found elsewhere in this Agreement. However, layoffs of two (2) days duration are limited to two (2) instances during a calendar year, and in no case shall layoffs of such duration ever be scheduled in two consecutive calendar weeks. Any other layoffs of this sort are not to exceed one (1) day in the same calendar week.
 - (b) However, layoffs of one (1) day duration are limited to four (4) instances during a calendar year.
 - (c) In the event of new production or major production process changes, four (4) additional instances of one (1)

day layoff per product will be allowed until the product comes off test but not to exceed ten (10) total instances in a calendar year.

- 9.09 **An** employees shall accumulate (as differentiated from maintain) seniority only under the following conditions:
- (a) While at work for the Company after successfully completing his/her probationary period as provided in 9.02 hereof, and
 - (b) through twelve (12) months of any continuous absence due to layoff, and,
 - (c) During the contractual duration of an approved leave of absence.
- 9.10 **An** employee who does not qualify to accumulate seniority as provided in 9.09 hereof, shall maintain his **or** her existing seniority unless or until it is lost as provided in 9.11 hereof, EXCEPT that during any period in a supervisory or other non-bargaining position for the Company, if promoted thereto from a position in the bargaining unit and later returned to the unit, shall accumulate seniority not to exceed six (6) months of that period of absence from the unit and only maintain that attained seniority thereafter and only with unbroken service with the Company.
- 9.11 Seniority shall terminate and employment shall cease immediately and automatically when an employee:
- (a) Quits **or** retires; **or**,
 - (b) **Is** discharged and not reinstated; or,

- (c) Has been absent for a continuous period that exceeds twelve (12) months due to layoff, or,
- (d) Is sent a registered letter or telegram to his/her last address in Company records notifying him/her to return to work, and fails to:
 - (1) Notify the Company within two (2) calendar days thereafter of intent to return to work on the date specified by the Company; or,
 - (2) Return to work within three (3) calendar days thereafter; or,
- (e) Fails to return to work immediately after the expiration of a leave of absence, unless prevented from doing so by illness or other cause which is reasonable in the opinion of the Company; or,
- (f) Upon return from an absence for his/her illness, fails to supply, when requested by the Company, a certificate from a physician that he/she is fully recovered from the illness (or injury) that caused the absence; or,
- (g) Is absent for three (3) days without notification to the Company; or,
- (h) Works at another job for another employer while on leave of absence.

9.12 The seniority list will be brought up-to-date every three (3) months and a copy of the list will be posted on the plant bulletin board and given to the chief steward. Unless objected to within fifteen (15) work days after such posting, the dates

thereon shall be assumed to be correct

ARTICLE X - HOURS OF WORK

- 10.01 The following paragraphs are intended to define the normal hours of work for full-time employees and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 10.02 The regular work week is defined as Sunday through Saturday and shall consist of forty (40) hours comprised of five (5) days of eight (8) hours each.
- Wherever and whenever practical the Company will endeavour to schedule the Production and Operations classifications work week in five (5) consecutive days. It is understood that in order to meet our needs there will be schedules which will have a split week. The Company will endeavour to limit these split weeks to specific job classifications.
- Under a five (5) or six (6) day schedule one of the days off will be a Saturday or Sunday.
- 10.03 Notwithstanding 10.01 foregoing, each employee who has successfully completed his or her probationary period shall receive, for each week in which he or she is scheduled to work five (5) days, a minimum of forty (40) hours pay at his or her regular hourly rate.
- 10.04 The guarantee in 10.03 foregoing shall not apply when the employee fails to report for work on his or her first scheduled shift of that week, is not available for work on every day of that week or fails to perform all work the Company assigns him or

her that week, or for any work on any shifts in addition to those in operation on the effective date of this Agreement, or when work is not provided due to tornado, flood, snowstorm, fire, power failure, equipment breakdown, action of the Queen's enemies, interference with the activity of the plant because of any labour dispute, the action of any governmental regulatory agency or subdivision thereof affecting the manufacture, sale or distribution of Company product, an act of God, or any other circumstances in whole or in part beyond the control of the Company.

- 10.05 **An** employee injured in the course of his/her work and unable to continue work, will, so long as the Treatment Memorandum is received by the Company within twenty-four (24) hours immediately thereafter, be paid for the balance of the shift not to exceed the total of straight-time hours for which the employee had been scheduled that day (unless such injury should occur on overtime, in which case no extension of pay is provided).
- 10.06 Each employee will receive a paid rest period not to exceed ten (10) minutes duration in the first four (4) hours of work and again after six (6) hours of work. **An** employee who works over eight (8) hours shall be given an additional ten (10) minute paid rest period at the end of eight (8) hours work when it is known the employee work an additional one-half (1/2) hour, and another ten (10) minute paid rest period after each additional two (2) hours of work.
- 10.07 Each employee will receive an unpaid lunch period not to exceed thirty (30) minutes duration.
- 10.08 The starting and stopping times for work of employees may be advanced or retarded at the discretion of the Company for any

particular department or operation, and it is the Company's intention to advise affected employees of any change as far in advance as is practical to do so. The day shift schedules will be posted each Friday by 12:00 noon and the afternoon shift schedules will be posted each Friday by 6:00 pm.

The Company will post the schedule giving senior qualified employees shift (day, afternoon, night, work week) preference by classification wherever practicable.

10.09 An employee who is called back to work from home after completing his/her scheduled shift for the day shall be guaranteed at least **four (4)** hours pay at one and one-half (1½) times his/her straight time base hourly rate (excluding any other premium) for the call-back.

ARTICLE XI - OVERTIME

11.01 The Company shall have the right to schedule overtime when in it's discretion such is required. When required, the Company will where possible, offer such overtime work to employees by seniority. Repeated failure to work overtime work is cause for disciplinary action.

Employees will normally be provided with at least two (2) hours advance notice if requested to work overtime, unless the overtime is caused by circumstances beyond the control of the Company. Failure to provide advance notice as defined above, gives the employee the right to refuse the overtime work.

Under no circumstances shall the premium paid under any one of the following clauses be duplicated or pyramided for the same hours worked under any other conditions.

- 11.02 **An** employee shall be paid at the rate of one and one-half (1½) times his/her base hourly rate for all time worked:
- (a) Over eight (8) hours in one (1) day; or,
 - (b) Over forty (40) hours in the same work week; or,
 - (c) If, due to Company action, an employee is not afforded the opportunity to work his/her scheduled forty (40) hours, then time and one half will be paid for all hours worked by the employee on the sixth or seventh consecutive day of actual work in that work week; nothing in this Article however shall compel the Company to use such employee for sixth or seventh consecutive day of work in a work week.
 - (d) On a holiday
- 11.03
- (a) If the Company is able to give a scheduled work day as a day off due to a holiday listed in 13.01, these eight (8) hours off will be included in the total hours worked for the purpose of calculating weekly overtime.
 - (b) If a holiday listed in 13.01 falls on an employee's scheduled day off, these eight hours pay for the holiday will not be included in the total hours worked for the purpose of calculating weekly overtime.
- 11.04
- (a) Where a **shift** worked on Saturday or Sunday is part of an employee's regularly scheduled hours, for each hour worked **on** such day the Company will pay a premium as follows:

Saturday: \$1.25 per hour worked
Sunday: \$1.50 per hour worked

The above premium shall not form part of the employee's hourly rate of pay.

- (b) An employee who works seven (7) consecutive days in the work week shall be paid (in addition to any other amounts to which he/she is entitled under 11.02) the \$1.25 premium for each hour worked if the seventh consecutive day falls on the Saturday.
- (c) Where an employee who has not already completed his 40 hours for that week, is required by the Company to work on Saturday, he/she shall be paid the \$1.25 premium for any Saturday hours worked at straight time rates.

ARTICLE XI - VACATIONS

12.01 Each regular employee following the completion of one (1) or more full years of service as of July 1st will be eligible during the twelve (12) month period immediately thereafter for vacation time off and pay in accordance with his or her place on the following schedule (chart):

Full Years of Service as of <u>July 1st</u>	Weeks of <u>Time Off</u>	Percentage of Earnings as <u>Vacation Pay</u>
1 but less than 5	2	4
5 but less than 13	3	6
13 but less than 25	4	8
25 or more	5	10

- 12.02 **An** employee's actual pay for vacation will be calculated by multiplying that employee's total earnings (less previous vacation pay) during the then concluding fiscal year by the percentage for which he/she is eligible.
- 12.03 Employees will be given the vacation pay for any vacation time **off** for which they have met all eligibility requirements prior to taking such vacation. All deductions normally made from an employee's regular pay will be deducted from vacation pay.
- 12.04 Vacations shall be scheduled from July 1st through the balance of vacation year concluding on the immediately following June 30th. Unless a supplemental personal leave of absence has also been authorized (in accordance with 15.03), employees eligible for two (2), three (3), four (4), or five (5) weeks of vacation time off may, during July and August, schedule only two (2) of those weeks or the duration of a plant shutdown, whichever is longer (subject to the provisions of 12.05 following).
- The vacation schedule shall be completed by the Company and posted in the department no later than the end of the first (1st) week **of** April.
- 12.05 After a vacation time table and quotas-by-classification have been developed by the Company, the employees shall have the opportunity to select their preferred vacation times with conflicting preferences within a classification to be resolved in favour of the more senior employee. Once an employee **is** scheduled in this manner, and later request a change, he/she must accept then available time without regard to his/her seniority.
- 12.06 With written notice to the Union and employees posted no later than the preceding April 1st, a shutdown all or part of its

operations may be scheduled by the Company during which time employees deemed affected thereby will take all or the maximum portion of their vacation time encompassed by the span of shutdown. The duration of any shutdown will not be less than five (5) calendar days nor more than twenty-one (21) days (for the large majority of affected employees) and will be scheduled to start between July 1st and the following August 31st. Also a shutdown of all or part of its operations may be scheduled by the Company during the Christmas/New Year holiday period with written notice to the Union and employees posted no later than the preceding December 1st.

An employee having a week **or** more of vacation approved on the master schedule prior to the Company's announcement of a vacation shut-down shall:

- (i) utilize his/her vacation entitlement during the shut-down period; and
- (ii) to the extent that (i) results in his/her having, insufficient vacation entitlement remaining to cover the previously scheduled vacation time, be entitled to an unpaid leave of absence for such previously scheduled vacation period.

ARTICLE XIII - STATUTORY HOLIDAYS

13.01 Subject to the conditions set out below, the Company will pay employees **for** the following holidays or days observed by the Company in lieu thereof.

New Year's Day
Good Friday
Victoria Day

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

* Two (2) floating holidays

* Each floating holiday will be selected at Company discretion with notice to employees posted no less than sixty (60) days in advance.

13.02 To be eligible for a holiday with pay an employee must have:

- (a) Completed probation prior to the date of the holiday; and,
- (b) Worked the scheduled full work day immediately preceding the holiday (or concurrent holidays) and worked the scheduled full work day immediately following the holiday(s); and,
- (c) Performed work for the Company during the week in which the holiday falls unless the individual is **laid off** for only the period **of** the Christmas shut-down declared by the Company.
- (d) Employees must complete three months of service in order to be eligible for one (1) floating holiday and six months of service for the second floating holiday.

13.03 **An** employee who meets **all** other qualification in 13.02 foregoing may be granted a waiver only for 13.02 (b) and only to the extent that his or her absence on such day(s) is due to:

- (a) The employee's illness or injury precluding work, if such is substantiated to the satisfaction of the Company; or,
- (b) Layoff, the duration of which does not exceed the two (2) aforementioned qualifying days; or,
- (c) **A** leave of absence with pay: or,
- (d) Permission sought from and granted by the Company. Such permission however, shall not be unreasonably withheld.

13.04 **An** employee who works on any of the holidays listed in this Article shall be paid for such work in accordance with 11.02 (c) and if otherwise eligible, shall also be paid for the holidays as provided in 13.05 hereof.

13.05 **An** employee's actual pay for a holiday not worked will be his/her current hourly rate multiplied by eight (8) hours.

13.06 In the event that a contractual holiday falls on either a Saturday or a Sunday, the Company may elect to celebrate it on a Friday or Monday instead, in which case the day so celebrated will be deemed to be the contractual holiday.

13.07 Should a holiday fall within an eligible employee's time off for vacation, such holiday will be paid for without the Commensurate day off unless, in the judgement of the Company that day off can be arranged at some other time.

ARTICLE XIV - LEAVES OF ABSENCE WITH PAY

- 14.01** Eligibility for leaves provided in this Article shall be limited to a full-time employee who has successfully completed his/her probationary period. Time absent within the limits of leaves provided in this Article and for which compensation is received from the Company shall be considered as if the time, not to exceed eight (8) hours in any one (1) day, had been worked for purposes of eligibility for overtime premium in the same work week, a holiday **or** vacation for which otherwise eligible.
- 14.02** An employee summoned and who reports for jury duty or crown witness shall be excused from work on such days on which he/she otherwise would have worked and shall be paid eight (8) times his/her base hourly wage rate so long as any pay for jury service or crown witness service (other than travel allowance) is signed over to the Company. The employee must give the Company sufficient prior notice of his/her summons and must return to **work** promptly when released on any day(s) or at the end of service. If the employee works on the same day, he/she will be paid the difference, if any, between actual earnings that day plus the **jury or** crown witness pay and the straight-time pay he or she would have received for his/her regular shift.
- 14.03** (a) In the event of a death in the immediate family, an employee will be allowed to be absent the one (1) working day immediately thereafter (if it was a day he or she otherwise would have worked) without loss of pay at straight time. Should that employee actually attend the funeral or equivalent service if the death is out of country, he **or** she will be allowed to be absent up to three (3) days on which he or she Otherwise would have worked without loss of pay at straight time, but in no case beyond the day immediately following the funeral. Such compensation

shall be payable for a maximum of three days and shall not include pay for lost overtime. Immediate family includes only the employee's spouse, son or daughter, brother or sister, grandchildren, parents, parents of current spouse and stepchildren.

In the event of the death of a grandparent, brother-in-law or sister-in-law an employee will be allowed to be absent during the one day he/she attends the funeral or equivalent service if the death is out of country, (if it was a day he or she otherwise would have worked) and without loss of pay at straight time. Such compensation shall not include pay for lost overtime.

- (b) A part time employee shall only be eligible for bereavement allowance as outlined above if he/she is required to miss hours for which he/she has been scheduled to work according to the posted schedule and such absence is necessary for the purpose of attending the funeral. Such absences shall be considered to run for 3 consecutive calendar days commencing with the first day of absence.

ARTICLE XV - LEAVE OF ABSENCE WITHOUT PAY

15.01 Eligibility for leaves provided in this Article shall be limited to a full-time employee who has successfully completed his/her probationary period, and such a leave will be granted without pay of any kind from the Company. Time absent due to leaves provided in this Article shall not be considered or counted as time worked for any purpose. Any employee engaged in work for pay from another employer during a leave provided in this Article will be subject to immediate dismissal.

15.02 A personal leave of absence may be granted at the sole discretion of the Company from a period not to exceed four (4) weeks, upon written request from the employee. If the request is submitted a minimum of 30 days in advance of the requested leave date, the Company shall respond in writing within 7 days of the request whether the leave has been approved or rejected. If no response is received from the Company within the above time frame the employee may forward the request to the most senior management official up to and including the Plant Manager. An employee intending to combine his or her approved leave of absence with vacation time can obtain only so much leave that, when added to total vacation time for which he/she is eligible that year, will not exceed four (4) weeks during the customary summer vacation season. Personal leave shall not be granted until all one's vacation time is exhausted (when combining weeks, all vacation time for which the employee is eligible that year will be deemed to be the earliest weeks, and then the balance of the time shall be the leave of absence period as approved).

ARTICLE XVI - GENERAL

16.01 If the Union desires to post notices in the plant, such notices shall be first submitted to Management for approval. Neither the Company nor the Union shall make any change in such notices thereafter. A bulletin board will be provided by the Company for such notices and no notice shall be posted except on such board. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards notices or any other kind of literature upon the Company's property, except as herein provided.

- 16.02 (a) The Union and the Company will co-operate to the fullest extent reasonable toward the prevention of accidents and the promotion of safety and health of the employees while they are at work.
- (b) A Health and Safety Committee shall be established with equal representation from the Company and the Union. The Committee shall meet at least eight (8) times per year.
- 16.03 Each regular employee will be provided five (5) clean uniforms per week.
- 16.04 Supervisors, technical and other salaried staff shall not do work ordinarily done by bargaining unit employees. This restriction, however, will not be construed to limit in any way the legitimate responsibilities of such supervisory, technical or salaried staff, including but not limited to any work involved (a) to test out innovative tools or tooling, untried equipment or processes, (b) to improve methods, (c) to instruct or assist employees, (d) to inspect work, (e) in an experimental project, (f) in an emergency, or (g) when the work to be done is necessary to maintain uninterrupted production until a qualified employee is present to take over.

ARTICLE XVII - BENEFIT PLANS

- 17.01 Unless expressly provided to the contrary in the specific plan itself, the benefit plans enumerated in this Article are provided only to an active employee (not on leave of absence, layoff, extended absence, etc.) except where the benefit of the plan is expressly payable during an inactive period due to eligibility and/or coverage generated while an active employee; and

further, these plans are provided only to a regular full-time employee who has successfully completed his/her probation, commencing on the first day of the calendar month thereafter. With specific reference to paragraphs 17.03, 17.04, 17.06 and 17.08 only, the Company will pay the premium cost for whatever coverage was in force to the extent of absence due to the employee's illness, injury **or** maternity/adoption commencing on **or** after the effective date of this Agreement, but not to exceed one hundred eighty (180) days or a period calculated on the basis of three (3) weeks per full year of seniority (whichever is greatest) but not to exceed one year.

17.02 A pension plan (integrated with benefits under the Canada Pension Plan and the Old Age Security Act) is provided as published by the Company by specific inclusion of this bargaining unit within the Sara Lee Corporation Canadian Hourly Union Employee Pension Plan as amended from time to time. (Revised effective July 1, 1988).

Effective January 1, 1997 the Maplehurst Bakeries Pension Plan shall be merged with the George Weston Limited Pension Plan for Hourly Employees.

For employees who are members of the Maplehurst Plan at January 1, 1997 and who are actively employed by the Company as of that date and who are not already retired as of that date, accrued benefits at January 1, 1997 will be based on the greater of the Maplehurst formula and the George Weston formula based on earnings and credited service up to that date.

Benefits earned on **or** after January 1, 1997 shall be based on the George Weston formula with respect to service rendered on and after January 1, 1997 and the cost of funding such future benefits shall be shared as follows:

1. Employee contributions - 3% of earnings up to YMPE and 4.5% of earnings in excess of YMPE.
2. Company contributions - balance of funding required to produce the benefit as actuarially determined.

George Weston Ltd. Benefit Formula

- (i) For Service up to December 31, 1992
A pension benefit obtained by multiplying the number of years of credited service by:

*1.2% Of 1992 earnings (max. \$32,200)
and adding thereto
1.8% of 1992 earnings in excess of \$32,200.*

- (ii) For Service on or after January 1, 1993
The number of years of credited service multiplied by

*1.2% of earnings in each year up to YMPE
and adding thereto
1.8% Of earning in each year in excess Of YMPE*

It is understood that the merger of the two Pension Plans above is subject to approval by the Pension Commission of Ontario and accordingly the Union agrees to cooperate with the Company in order to facilitate the obtaining of such approval.

Notwithstanding the above, any employee who retires after date of ratification of this Collective Agreement and prior to January 1, 1997 shall have the option to elect to retire under the George Weston Limited Plan utilizing that Plan's formula based on earnings and credited service up to the date of retirement.

- 17.03 Supplemental major medical coverage for each employee and eligible dependent(s) will be provided as published by the Company including the stipulation that the first twenty-five (25) dollars per year of such otherwise insurable medical expenses for each insured individual per year will not be covered.

Effective September 1, 1996, a pay-direct formulary drug plan shall be introduced for eligible employees. Reimbursement will apply for drugs which have been approved by the Medical Department of George Weston Limited with such reimbursement equivalent to the generic drug cost. Drugs that have been prescribed regularly prior to May 1996 and are excluded from the Formulary Plan, will be grandfathered, provided it is not an over the counter or life style drug. The deductible outlined above will be integrated with the Drug Plan.

- 17.04 Effective April 20, 1992 - Beginning on the first of the month following this date, each eligible employee is provided twenty-five (\$25,000) dollars of Term Life Insurance and twenty-five thousand (\$25,000) dollars Accidental Death and Dismemberment Insurance only until the employee reaches sixty-five (65) years of age.

- 17.05 Effective April 22, 1991 - For an absence commencing after the first of the month following this date, the company will provide a weekly indemnity benefit equal to 60% of your basic weekly earnings up to a maximum weekly benefit equal to that payable by the Employment Insurance Plan for each qualified employee. This benefit will commence on day one (1) of absence due to the employee's accident, day one (1) of absence if hospitalized due to illness, and fourth (4th) day of absence due to the employee's illness, in each instance payable up to a maximum of twenty-six (26) consecutive weeks.

If an employee undergoes a debilitating procedure or receives a general anaesthetic while participating in outpatient day surgery at a hospital the employee will have been considered to have completed the elimination period under this article.

Any savings that accrues through U.I. premium rate reduction as a result of the adoption of such plan will be retained by the company toward the cost of such plan.

17.06 Effective July 1, 1998, the dental program will be based on the 1997 dental fee guide alternate rates.

Effective October 1, 1999, the Company will provide forty-seven dollars and eighty cents (\$47.80) per participating employee toward the monthly premium cost of the dental plan.

Effective May 1, 2000, the Company will provide fifty dollars eighty cents (\$50.80) per participating employee toward the monthly premium cost of the dental plan.

Coincidentally, the Company will deduct the balance of the premium due from those same employees' pay cheques once each month to finance their share of the cost of the Plan. Employee deductions will be itemized, added with Company funds, and the sum paid directly to the Administrator of the Plan, in each instance prior to the month for which coverage is provided and claims are incurred. The company shall be held harmless in its role of deducting, accumulating and disbursing these premiums,

17.07 If Dental Plan benefits (generally described in writing and provided to the parties before executing this Agreement) should, during the term hereof, be improved or curtailed or the premium amount payable by (deducted from) participating

employees is increased or decreased, any such change must be applied to all participating employees impartially and equally and to any newly-eligible participant as well.

17.08

VISION CARE

Effective May 1, 1997, upon completion of 12 months of active service, the Company will pay 100% of the premiums necessary to provide a family vision care plan. The maximum reimbursement shall be \$125. (Effective May 1, 1998 \$150) per eligible family member (i.e. spouse cohabiting with the employee and dependent children of the employee under the age of 21). Expenses eligible for reimbursement shall be only those for corrective lenses necessary to improve visual acuity as prescribed by a licensed optometrist or ophthalmologist. Lenses prescribed for cosmetic or convenience purposes shall not be eligible for reimbursement.

ARTICLE XVIII - WAGE CONSIDERATIONS

18.01

During the term of this Agreement, hourly rates of pay for employees within the various classifications will be paid in accordance with the Exhibit A which is attached to and a part of this Agreement.

18.02

Notwithstanding the provisions of paragraph 18.01 preceding the Company may, at its sole discretion exempt from grievance or other recourse, pay an hourly base rate in excess of any shown in Exhibit A. Such excess, if any:

- (a) **Must** be identical in amount and timing for all employees in the classification(s) affected; and,

- (b) Cannot thereafter be removed, except to the extent of a subsequent contractual rate increase provided for such classification(s) in Exhibit **A**.

ARTICLE XIX - LEAD HANDS

19.01 Lead hands may be appointed at the sole discretion of the Company and will be paid a differential of twenty-five (25) cents per hour above their regular rate when serving in that capacity.

19.02 Line Leaders may be appointed at the sole discretion of the company and will be paid a premium of \$1.25 above the rate of the classification when serving in that capacity.

Prior to filling this position the Company will consider all internal applicants.

ARTICLE XX - SHIFT DIFFERENTIAL

20.01 Effective May 1, 1996, an off-shift differential at the separate rate of forty (**40**) cents will be paid for each hour worked between 6:00 PM and the immediately following 11:59 PM, and then for each hour worked between Midnight and the immediately following 6:00 AM, a differential will be paid at the separate rate of fifty (50) cents. Such off-shift differential(s) shall not be included for purposes of calculating overtime premium, but instead shall be paid in addition thereto.

Effective May 1, 1997, an off-shift differential at the separate rate of forty-five (45) cents will be paid for each hour worked between 6:00 PM and the immediately following 11:59 PM,

and then for each hour worked between Midnight and the immediately following 6:00 AM, a differential will be paid at the separate rate of fifty-five (55)cents.

ARTICLE XXI - SEVERANCE

21.01 Each full-time employee who is permanently laid off from his/her employment solely due to the abandonment of the plant or the ceasing to operate of a major department thereof (not a shift) in which he/she works shall receive pay in accordance with the provisions of this Article provided he/she:

- (a) Did not leave work prior to the actual date of the shutdown and only when released by the Company; and,
- (b) Is removed from employment and seniority is lost coincident with the receiving of such payment; and,
- (c) Has been actively and continuously employed by the Company for three (3) or more full years prior to the last day worked.

Continuous active employment as used in this Article shall mean accumulated time actually worked.

21.02 Such eligible employee shall be paid thirty (30) hours severance pay at his/her straight-time hourly rate (without premium or differential pay of any kind) for each full year of continuous active employment beyond the third (3rd) full year. Payment under this formula shall be limited to a maximum of eight hundred (800) hours of severance pay to any one individual.

*

ARTICLE XXII - SCOPE AND DURATION

- 22.01 This Agreement represents complete collective bargaining and the full agreement by the parties with respect to rates of pay, wages, hours of employment, or other condition of employment including the Company's heretofore reserved or exercised managerial rights which shall prevail and be enforced during the term hereof. Any matters or subject within the scope of collective bargaining not herein covered have been satisfactorily adjusted, compromised, or, in the interest of industrial stability during the term hereof, are hereby expressly waived by the parties hereto.
- 22.02 This Agreement becomes effective May 1, 1999 and will remain in full force and effect through May 1, 2001, and from year to year thereafter unless, not more than ninety (90) days and not less than sixty (60) days prior to May 1, 2001, or a subsequent annual anniversary thereof, either party gives written notification to the other of its interest to amend, modify or terminate this Agreement.
- 22.03 IN WITNESS WHEREOF this Agreement is signed this 13th day of March, 2000.

RETAIL WHOLESALE CANADA
DIVISION OF U.S.W.A. LOCAL 461 MAPLEHURST BAKERIES INC.

BRUCE TOMAN

STEVE HUNT

LINDA SPENCE

DONNA DAVEY

JOHN KHAN

JOHN PLETSCH

SANDHYA THAPA

ROMAN STROTIUK

HARNEK SINGH

DYSON WALTERS

EXHIBIT A

23.01 The following classifications will be paid the indicated minimum hourly rates of pay (except as provided in 18.02 hereof) effective as scheduled below:

<u>CLASSIFICATION</u>	<u>05-01-99</u>	<u>05-1-00</u>
Electrician	\$22.04	\$22.34
Mechanic	\$21.65	\$21.95
Maintenance	\$17.26	\$17.56
Equipment Service	\$15.41	\$15.71
Baker	\$16.56	\$16.86
Machine Operator	\$15.31	\$15.61
Operations	\$14.87	\$15.17
Production	\$14.43	\$14.73
Receiver	\$15.58	\$15.88
Sanitation	\$14.87	\$15.17
Shipper	\$15.85	\$16.15

23.02 An employee newly hired shall start at one (\$1.00) dollar per hour below the rate shown and no later than the end of the subsequent three (3) months period, shall be increased fifty (50) cents per hour so that no later than six (6) months thereafter

he/she shall be paid as provided in 23.01 hereof.

23.03 A twenty (20) cent per hour Freezer Supplement is provided for employees who are assigned to the **job** classification of shipper and shipping help. Other classifications will qualify for this supplement when an employee is scheduled to work in the freezer for in excess of two (2) continuous hours. This supplement will be treated in the same manner **as** shift differential for the purposes of benefit calculation.

EXHIBIT B

24.01 An authorization for the deduction of union dues shall be submitted to the Company in the following form:

I, _____, hereby authorize Maplehurst Bakeries Inc. to deduct my initiation fee (which includes first dues) and thereafter my dues to the Retail, Wholesale Bakery and Confectionery Workers' Union, Local 461 and forward the initiation fee and dues so deducted to the Secretary-Treasurer **of** the Retail, Wholesale **Bakery** and Confectionery **Workers'** Union, Local 461, whose receipt therefore shall be considered a discharge to the Company **for** the amounts **so** deducted.

Signed _____ Clock No. _____

Address _____

Witness _____ Date _____

EXHIBIT C

- 25.01 **DEFINITION** - an employee on the active payroll who has not actually worked at least 1400 net hours in the previous calendar year shall be considered a PART TIME EMPLOYEE and shall be subject to shortened hours of work and scheduling whenever the Company deems less than full-time work is required. Once a PART TIME employee has reached full-time status they will have to work 1300 hours in a calendar year to maintain their full-time status. A full-time or part time employees status will change as of January 1st of each year.
- 25.02 **LIMITATION** - A regular part-time worker shall cease to be such when he or she has a work interruption (not to exceed seventeen (17) weeks for maternity/adoption, or whatever longer period is required to meet appropriate legislation, and twenty-four (24) weeks for any other reasons) or withdrawal, when transferred to full-time (which shall be a formal change of status on Company records as noted in paragraph 25.11, not merely the apparent regularity of a longer-hours schedule) or other company employment, or by termination.
- 25.03 **APPLICABILITY** - A regular part-time worker shall be subject to conditions expressed in Article 1 through 8 of the current Labour Agreement of which this Exhibit C is a part. No other provision or benefit, paragraph, Article or Exhibit shall apply or extend to any part-time worker except by express reference in this Exhibit C and only to the extent specifically provided herein.
- 25.04 **PROBATIONARY PERIOD** - A new regular part-time worker is on probation without rights, privileges or benefits, until he or she has completed sixty (60) days, actually worked, and during that period, the worker may be discharged at the sole discretion

of the Company. After successful completion of the probationary period, the worker's longevity will be established back to his or her most recent date of hire.

- 25.05 **LONGEVITY** - Service of a part-time worker is expressed as "longevity" (recorded only as the most recent continuous period on the active payroll) and has significance only for (a) calculating progression toward the hourly rate of one's classification; or (b) as one element considered by the Company in determining to whom a full-time vacancy is made available; or (c) one element considered by the Company (in the same manner "seniority" of a full-time employee is considered in paragraph 9.03) in availing a shift vacancy or in recalling from layoff; or (d) as provided in paragraph 25.11.
- 25.06 **WAGE PROGRESSION** - A new part-time worker (other than Production and Operations) shall be employed at one (1) dollar per hour below the currently effective minimum rate indicated in paragraph 23.01 in Exhibit A. Upon his or her completion of each subsequent three (3) months on the active payroll, the worker's rate shall be increased fifty (50) cents per hour until sufficient longevity brings his or her hourly rate to the aforementioned minimum contractual rate of the classification.
- 25.07 **REST PERIOD** - A ten (10) minute rest period will be provided as often and on the same pattern as provided to a full-time employee working that same schedule and hours,
- 25.08 **PREMIUMS** - Work in excess of a specific number of hours per day or per week, shall be paid for in accordance with paragraphs 11.02(a), 11.02(b), 11.02(e) and 11.03.
- 25.09 **OFF-SHIFT DIFFERENTIAL** - One who works off-shift shall be paid for such time worked with the added differential rate(s)

provided in paragraph 20.01 of the Labour Agreement.

- 25.10 **PART-TIME TO FULL-TIME** - When the Company formally changes the status of a part-time worker to a full-time employee to fill a vacancy where it exists, he or she will thereupon be given full-time seniority equal to sixty (60) percent of his or her longevity when a regular part-time worker. Such conversion shall then produce a calculated prior date used for seniority purposes so long as that employee remains full-time.
- 25.11 **FULL-TIME TO PART-TIME** - When the Company formally changes the status of a full-time employee to a part-time worker to fill a vacancy where it exists, his or her seniority will be erased and continuous time as recorded on the active payroll shall become "longevity", significant only as provided in this Exhibit C.
- 25.12 **HOLIDAY** - To be eligible for a holiday with pro-rated pay as listed in 13.01 a part-time employee must:
- (a) Have worked for the Company some time during the five (5) weeks immediately preceding the particular holiday; and.
 - (b) Worked their last scheduled **full** work day immediately preceding the holiday and the full work day on their first scheduled shift immediately following the holiday; and,
 - (c) Not be on an unpaid leave of absence during the week in which the holiday falls.

An employee may be granted a waiver only for 25.13 (b) and only to the extent that his or her absence on such day(s) is due the same provisions found in 13.03 (a), (b) and (d).

The pay shall be that portion of eight hours pay that is equal to the ratio of the part-timer's average hours worked per week (during the most recent thirteen week period) to forty hours ... if he/she averaged twenty hours per week, 50% of forty hours or four hours holiday pay.

25.13 **VACATIONS** - So long as the part-time employee has worked for the Company for some time during the twelve months immediately preceding July 1st and has completed twelve (12) years or more unbroken service on that date, he/she shall be eligible for a pro rate of three (3) weeks vacation time payable at six (6) percent of his/her earnings (less previous vacation pay) during the then concluding fiscal year. Scheduling of time off for vacation shall meet the same terms (particularly 12.04 and 12.06) as for full-time employees. (Effective July 1, 1997 amend 12 years to 8 years).

25.14 **JOB BIDDING - A** part-time employee may bid on a full-time job vacancy only when such vacancy is not filled by a regular full time employee. Job bids from part time employees will be subject to the same provisions found in paragraph 9.03 and 9.04.

25.15 **BENEFIT PLANS** - Effective June 1, 1996 each active eligible part-time employee is provided eight thousand (\$8,000) dollars of Term Life Insurance and five thousand (\$5,000) dollars Accidental Death and Dismemberment Insurance only until the employee reaches sixty-five (65) years of age.

Effective May 1, 1997 each active eligible part-time employee is provided ten thousand (\$10,000) dollars of Term Life Insurance and five thousand (\$5,000) dollars Accidental Death and Dismemberment Insurance only until the employee reaches sixty-five (65) years of age.

Effective May 1, 1998 each active eligible part-time employee is provided twelve thousand (\$12,000) dollars of Term Life Insurance and five thousand (\$5,000) dollars Accidental Death and Dismemberment Insurance only until the employee reaches sixty-five (65) years of age.

Unless expressly provided to the contrary in the specific plan itself, the life insurance and accidental death benefit is provided to an active part-time employee (not on leave of absence, layoff, extended absence, etc.) except where the benefit of the plan is expressly payable during an inactive period due to eligible and/or coverage generated while an active employee; and further this plan is provided only to a regular part-time employee who has successfully completed his/her probation, commencing on the first day of the calendar month thereafter.

The Company will pay the premium cost for the coverage enforce *to* the extent of absence due to the employee's illness, injury or maternity/adoption commencing on or after the effective date of this Agreement, but not to exceed seventeen (17) weeks or whatever longer period is required to meet appropriate legislation.

25.16 **PENSION PLAN** - A part-time employee is eligible to join the pension plan as provided in 17.02.

25.17 **RECONCILIATION** - To the extent that any aforesaid provision of this Exhibit C may be in conflict with an applicable Federal or Provincial Law, exceptions hereto will be made to assure compliance, but under no circumstances beyond the legal minimum for a worker as herein defined.

LETTER OF UNDERSTANDING

PART-TIME SCHEDULING

May 16, 1993

Among part-time employees, the work week will be scheduled as equitable as practicable. If skill, ability, experience, knowledge, training, reliability and the ability to perform the physical requirements of the job are equivalent, then longevity will be the guiding factor. The Company will be the judge of the preceding criteria.

Although the work week will be scheduled as equitably as possible, operational and personnel changes throughout the week may result in inequitable distribution of work. Scheduling and changes in the schedule remain the rights of management.

FOR THE UNION:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

FOR THE COMPANY:

STEVE HUNT

DONNA DAVEY

JOHN PLETSCH

ROMAN STROTIUK

LETTER OF UNDERSTANDING

SCHEDULING OF SHIFTS

May 16, 1993

The Company will endeavour through the use of part timers and other reasonable efforts to lessen the effects of employees being asked to work significantly different shift start times within the same work week.

In the event of new production volume such as the fresh business, the Company and the Union will agree to implement the above changes to the existing contract. The company and the union recognize that this additional volume may require the scheduling of the plant on 5, 6, or 7 days.

These changes will be effective the first Sunday following the initial order confirmation of any new additional volume. The union will be notified of the pending changes as soon as practical.

FOR THE UNION:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

FOR THE COMPANY:

STEVE HUNT

DONNA DAVEY

JOHN PLETSCH

ROMAN STROTIUK

LETTER OF UNDERSTANDING

TOOL ALLOWANCE

May 16, 1993

At the beginning of each fiscal quarter an actively-at-work employee classified Electrician, Mechanic, Maintenance or Equipment Service shall receive seventy-five (75) dollars during the first, second and third year of this Labour Agreement, over and above and separate from all other compensation, for purposes of maintaining a full complement of personal tools called for as a necessity of his/her employment at the Company.

Such payment shall suffice as consideration for the replacement and maintaining the essential assortment of tools in usable condition, progressive addition of metric-measure tools, and for any insurance thereof deemed appropriate by and paid for by the individual employee.

Any new employee in the aforementioned classifications shall report equipped with a full complement of appropriate hand tools and be paid this allowance at the outset of each subsequent fiscal quarter upon presentation of his/her sustained assortment of essential tools.

This letter expires and must be considered subject to renegotiation under the same terms and timing as the Labour Agreement signed May 16, 1993 by the parties hereto.

FOR THE UNION:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

FOR **THE** COMPANY:

STEVE HUNT

DONNA DAVEY

JOHN PLETSCH

· *ROMAN STROTIUK*

LETTER OF UNDERSTANDING

HUMANITY FUND

October 7, 1999

The Company agrees *to* contribute the following lump sum payments **to the** Fund:

On or before **May 1, 2000** - **\$500.00**
On or before **May 1, 2001** - **\$500.00**

FOR THE UNION:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

FOR THE COMPANY:

STEVE IJUNT

DONNA DAVEY

JOHN PLETSCH

ROMAN STROTIUK

LETTER OF ASSURANCE

April 23, 1990

The Company and the Union hereby agree that when the issue of temporary workers arises, the Company will take the following action:

Temporary help will **be** used on a temporary basis only. No full-time or part-time employee, currently on the active payroll of Maplehurst Bakeries **Inc.**, shall be displaced by any temporary worker.

This letter is in effect on ratification and expires May 1, 1999.

For The Union:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

For The Company:

STEVE HUNT

DONNA DAVEY

JOHN PLETSCHE

ROMAN STROTIUK

LETTER OF UNDERSTANDING - OHIP

April 23, 1990

If the provincial government should revert back to an individual premium basis for OHIP from the current Employer Health Tax, the Company agrees to reinstate the language in Article 17.03 of the Labour Agreement May 30, 1988 through April 21, 1990.

For the Union:

BRUCE TOMAN

LINDA SPENCE

JOHN KHAN

SANDHYA THAPA

HARNEK SINGH

DYSON WALTERS

For The Company:

STEVE HUNT

DONNA DAVEY

JOHN PLETSCH

ROMAN STROTIUK

