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COLLECTIVE AGREEMENT

BETWEEN

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA (CAW CANADA) AND
IT'S LOCAL 462

AND

MAPLEHURST BAKERIES INC.
BRAMPTON, ONTARIO

ENTERED

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RECEIVED
JUN 20 2005

ENTERED

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN

MAPLEHURST BAKERIES INC.

hereinafter referred to as "the Company"

OF THE FIRST PART

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW CANADA) AND IT'S LOCAL
462**

hereinafter referred to as "the Union"

OF THE SECOND PART

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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** employees of the Company, **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 the first of the month following the employee's hire date, the Company will deduct initiation fee and Union dues on a monthly basis and forward such amount to the Secretary-Treasurer of the local Union within ten (10) days following the end of each period as per the Company's period calendar. The Company will provide the Union with a period calendar annually.
- 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 groups: ~~Bakers, Maintenance, Shipping-Receiving and Seasonal~~. The Union shall have the right to select no more than two (2) Stewards from the All Others group. 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 and Shipping-Receiving~~; two (2) from All Others, 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. The Company shall pay the Committee members eight **(8)** hours pay for **each** day of negotiations with the Company up to **but** not including conciliation and/or mediation. Such time **shall** be included for the purpose of calculating overtime.

The Company agrees **to** provide a filing cabinet and a telephone extension for the Chief Steward's use.

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
Seasonal:	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)** work days **thereafter**. Within five (5) work days 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~~, 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) ~~work~~ days 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 at the time of discharge, 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. If such pay shortage was due to an error on behalf of the Company, the Company will endeavour to correct same dating back to the original date the error occurred, not to exceed one (1) month.

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.

8.12 Whenever the Company issues discipline to an employee, the employee shall have the right to request the presence of a union steward, provided a steward is then at work and available. Failure to have a steward present shall not render the discipline null and void.

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. 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 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, including job postings for line leader and lead hand positions. The chief steward shall also receive a copy of all job bids submitted to the Company.

9.06 Where it is necessary to generally reduce the employee workforce, seniority will be the guiding factor provided it does not prevent the Company from maintaining a work force of employees who are available, qualified, and willing to do the work.

In the event the number of employees is to be reduced, the lay-off will be by reverse order of seniority in the affected classification, with the most junior employee being laid off first. The affected employee shall either accept the lay-off or displace the most junior employee plant wide (except Maintenance and Sanitation Technician, unless the employee immediately possesses the requisite qualifications for Sanitation Technician) and use his/her seniority for the purpose of shift preference within that classification.

A laid off employee shall be provided with the following options:

1. Remain on the recall list and be recalled in the event of full-time employment provided the employee is qualified to perform the work; or
2. Remain on the recall list and be recalled for any available work which may become available from time to time provided the employee is qualified to perform the work; or
3. Convert his status to seasonal employment.

In the event of a shortage of work during a shift, the Company will continue its practice of allowing senior employees to displace junior employees with the same start time on that shift provided such senior employee is immediately qualified to perform the work.

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 An employee 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.

9.09

An employee ~~who~~ does not qualify to **accumulate seniority** as provided in 9.08 ~~hereof, shall maintain his or her~~ existing **seniority** unless or ~~until it is lost~~ as provided in 9.10 ~~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.

9.10

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.

- 9.11 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 ~~paragraph~~ 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 to be worked in five days or less.
- Under a five (5) or six (6) day schedule, in accordance with the needs of the business, the Company will endeavour to schedule one of the days off on 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 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 will work

an additional one-half (½) 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. A partial schedule, indicating the employees' first scheduled day of the workweek, shall be posted not later than Thursday by 4:00 p.m.

The Company will post the schedule giving senior qualified employees shift (day, afternoon, night, work week) preference by classification wherever practicable. Employees shall be required to complete a shift preference sheet on a semi-annual basis. The Company will endeavour to schedule employees in accordance with their shift preference sheet, provided the Company is able to maintain a qualified workforce on each shift.

It is agreed that this provision shall not be used to displace another employee.

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 its 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) 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) 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. This provision shall not apply where an employee has been absent from work for any reason.

ARTICLE XII - VACATIONS

12.01 Each regular employee, following the completion of one (1) or more full years of service as of December 31st 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>December 31st</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 10	3	6
10 but less than 23	4	8
23 or more	5	10

- 12.02 Vacation Pay *shall* be calculated based on ~~the total~~ earnings of the employee during ~~the previous calendar year~~, less previous vacation paid, ~~as shown on the employee's T-4 statement.~~
- 12.03 Employees will be given the vacation pay for any vacation time ~~off~~ for which they have met all eligibility requirements in accordance with the Company's current practice. All ~~deductions~~ normally made from an employee's regular pay will be deducted from vacation pay.
- 12.04 Vacations shall be scheduled ~~from January 1st through December 31"~~. 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), of five (5) weeks of vacation time ~~off~~ may, between the weeks ~~including~~ Victoria Day and Labour Day, schedule only two (2) of those weeks (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. Employees ~~requesting~~ vacation in the months of January, February and March, ~~shall submit~~ such request in writing to the Company not later than December 1" of the prior year.
- 12.05 The Company will permit ~~ten~~ percent (10%) of employees in ~~each~~ classification to be on vacation ~~at~~ any one time. Such ten percent (10%) will be rounded up to the next ~~full~~ number if there is a ~~majority fraction~~ (i.e. 1.5 = one employee ~~off~~; 1.6 = two employees off). Employees shall have the opportunity to ~~select~~ their preferred vacation in order of seniority ~~within~~ their classification subject to ~~the 10% maximum~~. ~~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.

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 their ~~probationary~~ period prior to the date of the holiday; and,
- (b) Completed their regular work day as scheduled immediately ~~preceding~~ the holiday (or concurrent holidays) and immediately following the holiday, ~~unless~~ prevented from doing so due to an approved leave of absence, non-compensable injury or illness ~~provided~~ such non-compensable injury or ~~illness~~ is substantiated to the satisfaction of the Company and ~~has~~ commenced within fourteen (14) days of the holiday; and,
- (c) Not been on lay-off ~~more~~ than fourteen (14) days prior to the holiday.

13.03 ~~An~~ employee ~~who works on~~ any of the holidays listed in this Article shall be paid for such work in accordance with 13.02 (d) and if ~~otherwise~~ eligible, ~~shall also be~~ paid for the holidays as provided in 13.05 hereof.

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

13.05 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.

13.06 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 of an employee, the employee **will** be allowed to be **absent** up to five (5) 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** not include pay for lost overtime. Immediate family includes the employee's **spouse, son or daughter, brother or sister, parents, and stepchildren.**

In the event of the death of a **grandchild, and** parents of current spouse, the employee 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** not include pay for lost overtime.

In the event of the death of a **grandparent, brother-in-law or sister-in-law** an employee will be allowed to be **absent** one day, if it **was** a day he or she otherwise would have worked, without loss of pay **at** straight time. **Such compensation shall** not include pay for lost overtime.

(b) A seasonal 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. T i e **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 such **personal** leave commences after November **30th** and prior to February **4th**, such leave shall not exceed **eight (8) weeks**. 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).
- 15.03 Upon written request from the Union Office, the Company will **allow** a **maximum** of four **(4)** employees to be absent at one **(1)** time, reasonable leave of absence without pay to attend Union **conferences** or conventions.
- 15.04 **The** Employer agrees **that** an employee appointed by the Union **as** a full-time representative shall be granted **leave** of absence without pay, **to a maximum** of one (1) year, while **servng** in such capacity. Such **person** shall continue to accumulate **seniority** during such leave and shall be **entitled** to **return** to **the** bargaining unit should **his** **service** be terminated by the Union, with full accumulated seniority.

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. The Company shall continue its current practice with respect to safety footwear.

16.04 At the beginning of each fiscal quarter an actively-at-work employee classified Electrician, Mechanic, Maintenance or Equipment Service shall receive ninety (\$90.00) dollars 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.

16.05 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 The Company will continue to provide the current Health and Welfare benefits to full-time employees covered by this collective agreement or a comparable substituted plan. Where the Company substitutes a comparable plan, it shall first meet with the Union and discuss the changes prior to implementation.

Employees shall be provided with benefit booklets within six (6) months of the date of ratification.

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

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 ~~in~~

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, 2004 and will remain in full force and effect through May 1, 2007, and from year to year thereafter unless, not more than ~~ninety~~ (90) days and not less than ~~sixty (60)~~ days prior to May 1, 2007, 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~~— day of _____ 2004.

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND **GENERAL WORKERS UNION**
OF CANADA (CAW CANADA) AND
IT'S LOCAL, 462

MAPLEHURST BAKERIES INC.

Terry McArthur

Bruce Toman

Miranda Corman

Harnek Singh Grewal

Charlie Dennis

Margaret Gabriel

Ever Welsh

Linda Spence

H. Ike Ezeudu

John Bailey

Jan Sliho

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:

CLASSIFICATION	05-01-04	05-01-05	05-01-06
Electrician	\$ 24.39	\$ 24.79	\$ 25.19
Mechanic	\$ 24.00	\$ 24.40	\$ 24.80
Maintenance	\$ 19.61	\$ 20.01	\$ 20.41
Equipment Service	\$ 17.76	\$ 18.16	\$ 18.56
Baker	\$ 18.31	\$ 18.71	\$ 19.11
Machine Operator	\$ 17.06	\$ 17.46	\$ 17.86
Operations	\$ 16.62	\$ 17.02	\$ 17.42
Production	\$ 15.33	\$ 15.73	\$ 16.13
Receiver	\$ 17.33	\$ 17.73	\$ 18.13
Receiving Help	\$ 17.33	\$ 17.73	\$ 18.13
Sanitation	\$ 16.62	\$ 17.02	\$ 17.42
Sanitation Technician	\$ 17.12	\$ 17.52	\$ 17.92
Shipper	\$ 17.60	\$ 18.00	\$ 18.40

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. 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.

23.04 The Company agrees to grandfather any non-licensed maintenance employee into **their** respective classification **as** of the date of ratification. Following the date of ratification, the Company shall provide an hourly rate increase of one dollar (\$1.00)

above their regular hourly rate of pay to employees who possess any of the following licenses:

1. 4th Class Stationary Engineer
2. Refrigeration "B" License
3. Gas Fitter

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 National Automobile, Aerospace, ~~Transportation~~ and General Workers Union of Canada (CAW Canada) and it's Local 462 and forward the initiation fee and dues ~~so~~ deducted to the ~~Secretary-Treasurer~~ of the National Automobile, Aerospace, ~~Transportation~~ and General Workers Union of Canada (CAW Canada) and it's Local 462, whose receipt therefore ~~shall~~ be considered a discharge to the Company for the amounts so deducted.

Signed _____ Clock No. _____

Address _____

Witness _____ Date _____

EXHIBIT C

SEASONAL EMPLOYEES

APPLICABILITY - A seasonal 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 seasonal worker except by express reference in this Exhibit C and only to the extent specifically provided herein.

PROBATIONARY PERIOD - A new regular seasonal 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.

LIMITATION - During the period commencing December 1st and ending March 31st, the Company will be limited to using seasonal employees to a maximum of ten percent (10%) of the total daily hours.

HOURS OF WORK - Among seasonal employees, the workweek will be scheduled as equitably as possible. If skill, ability, experience, knowledge, training, reliability and the ability to perform the physical requirements of the job are equivalent, then length of service will be the guiding factor. The Company will be the judge of the preceding criteria.

Although the workweek 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.

WAGE PROGRESSION - A new seasonal worker 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 his or her hourly rate reaches the contractual rate of the classification.

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.

PREMIUMS - Work in excess of a specific number of hours per week, shall be paid for in accordance with 11.02 (a) and 11.02 (b).

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.

SEASONAL TO FULL-TIME - When the Company formally changes the status of a seasonal worker to a full-time employee, he or she will thereupon be given full-time seniority equal to sixty

percent (60) percent of his or her **seniority** as a **seasonal** employee.

STATUTORY HOLIDAYS AND VACATIONS WITH PAY – **Seasonal** employees shall be entitled to **statutory** holidays and **vacations** with pay in accordance with the **Employment Standards Act, 2000**.

JOB BIDDING - A **seasonal** 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 seasonal employees will be subject to the same provisions found in paragraphs 9.03 and 9.04.

RECONCILIATION - To the extent that any provision of 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

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:

For The Company:

Bruce Toman

Terry McArthur

LETTER OF UNDERSTANDING

NEW CLASSIFICATIONS

July 17, 2001

In the event the Company creates a new classification during the term of this collective agreement: the Company agrees to discuss with the Union the rates of pay for the new classification prior to its implementation.

For the Union:

For The Company:

Bruce Toman

Terry McArthur

LETTER OF UNDERSTANDING

ARTICLE 21

May 19th, 2004

This letter confirms the parties' agreement that in the event of a plant closure the Company and the Union shall meet to discuss the severance provisions contained in article 21.

For the Union:

Bruce Toman

For The Company:

Terry McArthur

LETTER OF UNDERSTANDING

USE OF AGENCY WORKERS

May 19th, 2004

The parties **agree** that due to the nature of the Company's **business**, there is a requirement to use the services of an outside employment agency ("an agency"). Notwithstanding the foregoing, it is the Company's intention to establish a seasonal workforce.

The Company **agrees** that full-time and seasonal employees on lay-off shall be offered work prior to the use of an agency, provided they are immediately qualified to perform the available work.

During the **period** commencing December 1st and ending March 31st, the Company will be limited to using an agency and **seasonal** employees to a combined maximum of ten percent (10%) of the **total** weekly hours. Between April 1st and **November** 30th, the Company will be limited to using an agency to a maximum of **thirty** percent (30%) of the total weekly hours.

For **the** Union:

For The Company:

Bruce Toman

Terry McArthur

LETTER OF UNDERSTANDING

SANITATIONTECHNICIAN

May 19th, 2004

The new classification of Sanitation Technician to be introduced with an hourly rate of pay \$0.50 above the Sanitation hourly rate.

The Company agrees to post the positions and meet with the existing Sanitation employees and the Union to provide information on the requisite qualifications and/or training requirements prior to such postings as soon as is practicable.

For the Union:

For The Company:

Bruce Toman

Terry McArthur
