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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**

**EFFECTIVE DATE :MAY 1, 2007
EXPIRY DATE :APRIL 30, 2010**

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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

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 group: 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.

7.06 Stewards shall be paid by the Company for all time spent in meetings that have been called by the Company at their regular rate of pay.

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 Plant Manager within seven (7) work days following the supervisor's reply to the alleged occurrence. Within three (3) work days following timely appeal, the Plant 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 Plant 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 (Plant Manager's) Step Two written answer unless the grievance is appealed in writing to the Director of Labour Relations within three (3) work days thereafter. Within three (3) work days following timely appeal, the Director of Labour Relations (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 Director of Labour Relations 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 (Director of Labour Relations) Step Three written answer unless the grievance is appealed in writing to arbitration within fifteen (15) 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 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) 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 deposition 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. Employees shall not be given suspensions or discharges without the presence of a steward. Should a steward not be available employees may be sent home pending the setting of a meeting where a steward or union representative can be present.

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, reliability, and perform the physical requirements of the position
 - (b) length of continuous service as heretofore defined.
- 9.04 (a) 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.
- (b) Employees selected for vacant positions will be provided with a thirty (30) working day training/trial period. During this time they will be provided with the appropriate training for the new position. In the week prior to the end of the thirty (30) day period, employees will have the option of returning to their previous position if they determine that the new position is not suitable for them. Likewise, the company may determine that the candidate is not suitable for the new position and may return

them to their previous position. During the trial period, employees will be paid at their previous rate until the successful conclusion of their training up to a maximum of thirty (30) working days.

Should a candidate not successfully complete the trial period, the next senior qualified applicant will be offered the position.

9.05 **Job Bidding.** (a) Full-time job vacancies will be posted for not less than five (5) calendar days. The successful bidder will be chosen within five (5) working days after the posting ends. The successful candidate shall be placed in the new position within thirty (30) working days following the selection of the candidate. This thirty day period may be extended by mutual agreement between the parties under extenuating circumstances.

(b) The Company will provide the Chief Steward with a copy of all job postings (including the notices for lead hands), job bids and the name of the successful candidate.

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.

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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 to his/her last address in Company records notifying him/her to return to work, and fails to:
 - (1) Notify the Company within three (3) calendar days thereafter of intent to return to work on the date specified by the Company; or,
 - (2) Return to work within four (4) 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.

Same day hires shall be placed on the seniority list based on their start time in their first day. If their seniority is still the same, the names shall be placed on the seniority list in alphabetical order of their surname.

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 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 endeavor 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 2:00 p.m. It is the responsibility of the Company to notify any employee of a schedule change after the final schedule is posted.

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.

10.10 Employees shall provide notice times as indicated when calling in sick:
Day Shift – one hours notice
Evening and night shift – two hours notice

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):

<u>Full Years of Service as of December 31st</u>	<u>Weeks of Time Off</u>	<u>Percentage of Earnings as Vacation Pay</u>
1 but less than 5	2	4
5 but less than 10	3	6
10 but less than 22	4	8
22 but less than 31	5	10
31 or more	6	12

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 31st. 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, 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 1st of the prior year

The Employer may at its discretion, allocate no more than two weeks of vacation time for any fulltime employee who does not select or who does not take any vacation time in the calendar year. The employee in question will be consulted on the time assigned and will be given at least two weeks notice of the assigned vacation days.

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. (See Letter of Understanding on page 34)

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

- (a) Completed thirty (30) days of service with the company 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 which commences within twenty-eight (28) days of the holiday, 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 11.02 (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) calendar days from the date of death on days which he or she otherwise would have been scheduled to work without loss of pay at straight time. Such compensation shall not include pay for lost overtime. Immediate family includes the employee's legal spouse, son or daughter, brother or sister, parents (including former legal guardian), and stepchildren.
 - (b) 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 from the date of death on which he or she otherwise would have been scheduled to work without loss of pay at straight time. Such compensation shall not include pay for lost overtime.
 - (c) 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.

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 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 serving 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 in each calendar year.

16.04 At the beginning of each fiscal quarter an actively-at-work employee classified Electrician, Mechanic, Maintenance or Equipment Service shall receive ninety-five (\$95.00) 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 Defined Contribution pension plan (integrated with benefits under the Canada Pension Plan and the Old Age Security Act) is provided as published by the Company.

17.03 The dental program will be based on the 2001 dental fee guide alternate rates.

The Company's monthly contributions to the Union plan shall be effective June 1, 2007, \$59.00 for family and \$21.00 for single, effective May 1, 2008, \$60.00 for family and \$22.00 for single and effective May 1, 2009, \$61.00 for family and \$23.00 for single.

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.

17.04 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.

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 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. Such off-shift differential(s) shall not be included for purposes of calculating overtime premium, but instead shall be paid in addition thereto.

Shift premiums shall not apply to new Seasonal employees hired after date of ratification.

ARTICLE XXI - SCOPE AND DURATION

21.01 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.

21.02 This Agreement becomes effective May 1, 2007 and will remain in full force and effect through April 30, 2010, and from year to year thereafter unless, not more than ninety (90) days and not less than sixty (60) days prior to April 30, 2010, or a subsequent annual anniversary thereof, either party gives written notification to the other of its interest to amend, modify or terminate this Agreement.

21.03 IN WITNESS WHEREOF this Agreement is signed this— day of _____ 2007.

MAPLEHURST BAKERIES INC.

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION

**AND GENERAL WORKERS UNION
OF CANADA (CAW CANADA) AND
IT'S LOCAL 462**

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		May 1, 2007	May 1, 2008	May 1, 2009
Level 1 – Production	Start	14.00	14.00	14.00
	After probation	14.50	14.50	14.50
	1 year	15.00	15.10	15.20
	2 years	15.50	15.70	15.90
	3 years	16.00	16.25	16.50
	4 years	16.58	17.03	17.48
Level 2 – Operations Machine operator 1	Start	15.20	15.20	15.20
	After probation	15.70	15.70	15.70
	1 year	16.20	16.30	16.40
	2 years	16.70	16.90	17.10
	3 years	17.20	17.45	17.70
	4 years	17.88	18.33	18.78
Level 3 – Shipper Receiver, Sanitation tech, Machine operator 2	Start	15.95	15.95	15.95
	After probation	16.45	16.45	16.45
	1 year	16.95	17.05	17.15
	2 years	17.45	17.65	17.85
	3 years	17.95	18.20	18.45
	4 years	18.50	18.95	19.40
Level 4 – Mixer (formerly baker)	Start	16.85	16.85	16.95
	After probation	17.35	17.35	17.35
	1 year	17.85	17.95	18.05
	2 years	18.35	18.55	18.75
	3 years	18.85	19.10	19.35
	4 years	19.56	20.01	20.46
Maintenance	Start	19.70	20.00	20.30
	After probation	20.20	20.50	20.80
	1 year	20.70	21.00	21.40
Mechanic	Start	24.10	24.40	24.70
	After probation	24.60	24.90	25.20
				26.30
Electrician	Start	24.50	24.50	24.80
	After probation	25.00	25.00	25.30
	1 year	25.70	26.20	26.70
Refrig. “A”	Start	28.00	28.45	28.90
	After probation	29.00	29.45	29.90
	1 year	30.00	30.50	31.00

- 23.02 A forty-five (45) 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.
- 23.03 Employees who possess any of the following licences shall receive one dollar (\$1.00) per hour above their regular hourly rate of pay, Maintenance employees who possess more than one of these tickets shall receive a premium of fifty (50) cents per hour for each additional ticket.
1. 4th Class Stationary Engineer
 2. Refrigeration "B" License
 3. Gas Fitter
- 23.04 Employees hired before April 25, 2007 will be paid at the top rate (4 year rate) in their respective classifications regardless of their actual seniority. A newly hired full time employee shall progress through the wage grid on their seniority date.

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 and Article 14.03 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. A list of seasonal employees in order of length of service shall be posted semi-annually.

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. In the circumstances outlined below 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 move through the wage grid upon completion of probation (as indicated above) on the basis of 12 active months on the payroll equalling one year.

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 employees hired after April 25, 2007 shall not be entitled to off-shift differential.

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 seventy-five (75) 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 25, 2007

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

For The Company:

Ed Pypker

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:

Bruce Toman

For The Company:

Ed Pypker

LETTER OF UNDERSTANDING

April 25, 2007

This letter confirms the parties' agreement that in the event of a plant closure or the cessation of operations of a major department, the Company and the Union shall meet to discuss the severance provisions.

For the Union:

Bruce Toman

For The Company:

Ed Pypker

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

FLOAT HOLIDAYS

April 25, 2007

The parties agree that for the term of this Collective Agreement that, in each of the applicable years, one of the two float holidays will be scheduled between Christmas and New Years, posted thirty (30) days prior to Christmas, and that the other float day to be scheduled by mutual agreement between the employee and their supervisor at least two (2) weeks prior to the day to be taken. This float day will not be scheduled between the weeks including Victoria Day and Labour Day. It is understood that employees who do not make their selection by the end of the calendar year will forfeit the right to that holiday in that particular year.

For the Union:

Bruce Toman

For The Company:

Ed Pypker

LETTER OF UNDERSTANDING

PENSION PLAN

The parties agree to delete the current language regarding the Pension Plan (Article **17.02**). It is understood that all new employees shall be enrolled on the Corporate defined contribution plan. Furthermore, employees who are currently on the new plan shall remain so, and other employees on the defined benefit plan may switch to the defined contribution plan at their discretion. If they switch it is understood that they cannot revert back.

Furthermore, the Company will continue with the defined benefit plan for all employees who are currently enrolled in it.

For the Union:

Bruce Toman

For the Company:

Ed Pypker

LETTER OF ASSURANCE

April 25, 2007

The Company and the Union hereby agree that in the event of a major breakdown of equipment or any other issue that may affect the scheduled work day of senior employees and that as a result, this day may be less than that scheduled the Company will establish a procedure to accommodate employees with alternate work, should they volunteer to accept it, where reasonably possible.

This work may:

- Incorporate monthly Health and Safety Meetings
- Plant audits
- Sanitation work, deep cleaning etc.
- Readjustment of current production schedules with alternate start-up of lines and processes.

This letter of assurance is by no means a letter of guaranteed hours of work weeks.

Additionally, when an unscheduled staff adjustment is required because of call-in or other form of absenteeism the company will endeavour to provide the most senior employee (only one per shift) with the option to fill in the absence. This shall apply for each absence called in.

This letter is in effect on ratification and expires May 1, 2010

For the Union

Bruce Toman

For the Company

Ed Pypker

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