

COLLECTIVE AGREEMENT

BETWEEN

UNIFOR AND ITS LOCAL 462

AND

**WESTON FOODS (CANADA) INC.
BRAMPTON, ONTARIO**

EFFECTIVE DATE: NOVEMBER 1, 2019

EXPIRY DATE: OCTOBER 31, 2022

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THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

WESTON FOODS (CANADA) INC.
hereinafter referred to as "the Company"

OF THE FIRST PART

AND

UNIFOR AND ITS 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 clause 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 provisions 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 three (3) 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 and whether the discipline imposed meets the standard set out in Article 6.01 above.
- 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, and Shipping-Receiving. 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, Shipping/Receiving, Sanitation, Production, Operator; and the Chief Steward for a total not to exceed seven (7) 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
Part-time:	Six (6) months
Stewards:	One (1) year

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

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

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:
The parties agree that the employee and a Representative designated by the Union, and the employee's supervisor should try to resolve the difference (s) prior to a grievance being filed in accordance with the provisions of this Article.
- 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 give the Company answer in writing within five (5) work days following this meeting.
- 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 (or designate) within five (5) work days following the supervisor's reply to the alleged occurrence. Within five (5) 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 five (5) 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 five (5) work days thereafter. Within five (5) 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 five (5) 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.
- 8.13 Any disciplinary notation placed against the record of an employee shall become null and void in considering any further disciplinary action after twelve (12) months from the date of issue of verbal and written warnings, and after eighteen (18) months from the date of issue of suspensions, provided no further disciplinary notation has been issued within these time periods.

ARTICLE IX - SENIORITY

- 9.01 Seniority is each employee's service in the employ of the Company established only after completion of his/her 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 seventy (70) 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. The probation period may be extended with mutual agreement.
- 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, qualifications, reliability, and ability to 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, qualifications, training, reliability or ability to 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 which may be extended by mutual agreement. 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.
- (c) If the Company deems it necessary to train employees (except for job posting and layoff) they will post the training opportunity. Selection will be according to the already established criteria.

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.

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.

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 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 to work from an absence, fails to substantiate the reason for their absence to the satisfaction of the Company; 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, unless they have received written permission from the Company.

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.

Hours for shift preference are defined as follows:

Days	3:30am – 10:00am
Afternoons	10:00am – 6:00pm
Nights	6:00pm – 3:30am

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.

Employees may express their desire for a shift preference: (day, afternoon, night, work week) preference by classification. Employees shall be required to complete a shift preference sheet on an 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, based on operational requirements.

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 one hour notice when calling in sick.

10.11 (a) Any employee who reports for work on their regular scheduled shift where the Company has not made a reasonable attempt to contact the employee to advise them not to report, will receive a minimum of four (4) hours work or pay in lieu of work at the applicable hourly rate. This obligation on the part of the Company will not apply where an employee is prevented from working because of fire, flood, strike, loss of power, mechanical breakdown or any circumstance beyond the control of the Company.

(b) An employee called into work on his/her day off, will be guaranteed a minimum of four (4) hours work or pay in lieu of work at the applicable hourly rate.

ARTICLE XI - OVERTIME

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

Where the Company determines unplanned overtime is required, such overtime will be offered by seniority first to qualified employees working in the classification where the overtime is required. If a sufficient number of employees do not volunteer, the overtime will be next offered plant wide to qualified employees who are then at work. If there still is not a sufficient number of qualified employees who have volunteered to work the overtime, the Company will assign qualified employees, starting with employees with the least amount of seniority.

Employees will normally be provided with at least one (1) hour 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, provided the employee has completed their regularly scheduled hours of work; 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

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).

Once the original vacation schedule is posted, employees may take single vacation days up to a maximum of five (5) individual days. Employees who are entitled to five (5) or more weeks' vacation may take single vacation days up to a maximum of ten (10) individual days.

It is understood that requests for single vacation days must be made by the Tuesday before the schedule is created. Once single vacation days are requested, they cannot be cancelled. Requests for full weeks of vacation will take precedence over requests for single vacation days, regardless of seniority.

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 it's 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 35)

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 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.

13.07 All statutory holidays (excluding floater days) shall count as time worked for the purposes of overtime in the week they fall.

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, as well as unpaid authorized union leave of absence 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) working 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, parents of current spouse, and step parents, 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, sister-in-law, son-in-law or daughter-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.
- (d) In special circumstances, allow the applicable days to be taken at a later date following the death, with mutual agreement.

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 for 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/her 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.

16.06 Upon return from an absence due to illness or injury, and when requested by the Company, employees must provide a certificate from a physician which is acceptable to

the Company, that he/she is fit to return to work.

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 The current dental coverage provided under the Company's plan, but with a 2-year ODA fee schedule lag.

The cost share arrangement shall be 80% Company pay and 20% employee pay for premiums on the overall benefit package.

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 premium of one dollar twenty five (\$1.25) cents per hour above their regular rate when serving in that capacity. For clarity, the Lead hand premium shall not be included for the purposes of calculating overtime premium, but shall be paid in addition thereto.

Weekend maintenance lead hands will be paid a differential of one dollar (\$1.00) per hour above their regular rate 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 premium at the separate rate of fifty-five (55) 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 premium will be paid at the separate rate of seventy-five (75) cents. For clarity, the afternoon and Night shift premium shall not be included for purposes of calculating overtime premium, but instead shall be paid in addition thereto.

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 November 1, 2019 and will remain in full force and effect through October 31, 2022, and from year to year thereafter unless, not more than ninety (90) days and not less than sixty (60) days prior to October 31, 2022, 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 _____ 2021.

**WESTON FOODS (CANADA) INC.
BRAMPTON**

UNIFOR AND ITS LOCAL 462



EXHIBIT A – RATES OF PAY

The following classifications will be paid the indicated minimum hourly rates of pay (except as provided in 18.02 hereof) effective as scheduled below, for full-time employees.

Effective within 4 weeks after the date of ratification <DOR> - a lump sum payment of one thousand five hundred (\$1500.00) dollars will be paid, minus applicable statutory deductions to full time employees who are at the end rate of pay as at October 31, 2019.

Effective the first pay week following October 31, 2020 Anniversary an increase of 2% applicable to the end rates.

Effective the first pay week following the October 31, 2021 Anniversary an increase of 2% applicable to the end rates.

Full time employees will have the option of transferring their lump sum payment into the company sponsored RRSP program provided they are eligible to do so in accordance with CRA rules. The employee must notify the company of their decision and failing to do so will result in the lump sum being paid by direct deposit. If an employee chooses this option they must move the entire lump sum amount to a company sponsored RRSP.

Memorandum Note: If an employee is not active and misses a lump sum payment, they shall only receive the lump sum payment if they return to work on an active full-time basis prior to the subsequent anniversary date.

Memorandum note: The above wage increases have been applied to the end rates, in the wage progression chart below.

Memorandum note: Wage progression increase will be effective the first full pay period following the DOR. For Clarity - subsequently employees will obtain wage progression increases in the first full pay period following their date of hire.

Service (months)	Production	Machine Operator 1	Shipper/ Receiver	Sanitation Tech	Machine Operator 2	Mixer
Start	\$15.25	\$15.75	\$17.45	\$16.95	\$17.45	\$17.45
6 months	\$15.50	\$16.00	\$17.70	\$17.20	\$17.70	\$17.70
12 months	\$15.75	\$16.50	\$18.20	\$17.70	\$18.20	\$18.20
24 months	\$16.00	\$17.50	\$18.70	\$18.70	\$19.20	\$19.20
36 months	\$16.25	\$18.50	\$19.70	\$19.70	\$20.20	\$20.20
48 months (end rate)	\$19.72	\$21.10	\$21.75	\$21.75	\$22.88	\$22.88
End rate Oct 31, 2020	\$20.11	\$21.52	\$22.19	\$22.19	\$23.34	\$23.34
End rate Oct 31, 2021	\$20.52	\$21.95	\$22.63	\$22.63	\$23.80	\$23.80

Service (months)	Maintenance	Electrician	Mechanic	Refrigeration "A"
Start	\$26.00	\$33.50	\$33.00	\$36.00
after probation	\$27.00	\$34.50	\$34.00	\$37.00
12 months (end rate)	\$28.00	\$35.50	\$35.00	\$38.00
End rate Oct 31, 2020	\$28.56	\$36.21	\$35.70	\$38.76
End rate Oct 31, 2021	\$29.13	\$36.93	\$36.41	\$39.54

Notwithstanding the above wage progression set out in exhibit "A" where there is an increase in the minimum wage in Ontario it shall become the new start rate and those employees so affected shall remain at such rate of pay until their service with the Employer would permit them an increase in their wage rate in accordance with the wage grid.

Notwithstanding the wage progressions set out above where an employee is paid a rate higher than the start rate those employees so affected shall remain at such rate of pay until their service with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

Certified Fork-lift operators assigned to operate a fork-lift/Reach truck shall be paid a one dollar (\$1.00) premium for all scheduled hours of their shift. For clarity, the fork-lift premium shall not be included for the purposes of calculating overtime premium, but shall be paid in addition thereto.

A forty-five (45) cent per hour Freezer premium is provided for employees who are assigned to the job classification of shipper. Other classifications will qualify for this premium when an employee is scheduled to work in the freezer for in excess of two (2) continuous hours. This premium will be treated in the same manner as shift premium for the purposes of benefit calculation.

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 an additional fifty (50) cents per hour for each additional ticket above their hourly rate of pay.

1. 4th Class Stationary Engineer
2. Refrigeration "B" License
3. Gas Fitter
4. Second of Millwright/Electrician

EXHIBIT B – AUTHORIZATION FOR UNION DUES DEDUCTION

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

I, _____, hereby authorize the Company to deduct my initiation fee (which includes first dues) and thereafter my dues to Unifor and its Local 462 and forward the initiation fee and dues so deducted to the Secretary-Treasurer of Unifor and its 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 – PART TIME

1. It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees shall not normally be scheduled to work in excess of twenty-four (24) hours per week, except under any one the following circumstances:
 - a) When a full time employee is absent from work for any reason;
 - b) During the peak period (May 1 to November 30);
 - c) For training purposes;

It is understood that FT employees will be offered 40 hours (nights-35 hours) before PT employees will be used where scheduling so permits.

2. It is agreed that the following provisions of the collective agreement do not apply to part-time employees: Articles 9-20, Exhibit "A", nor any letter of understanding. Article 9.10 will apply with the following additional clause: (i) consistently fails to make themselves available for call-in or scheduled shifts or should they not work any shifts for a three (3) month period. Articles 10.06 and 10.07 will also apply.
3. Vacation and statutory holiday pay shall be as per the ESA. The Company agrees to PT overtime after 40 hours worked per week.
4. PT employees will accumulate seniority based on actual hours worked. A PT seniority list will be posted alongside the FT list.
5. The Employer will give preference to part-time employees who may apply for vacant full-time positions, provided no full-time employees successfully apply, using the criteria of Article 9.03. When a part-time employee changes status to full-time, they shall be awarded seniority equal to the equivalent of one month for every 165 hours actually worked. In the event a part-time employee is scheduled for 40 hours per week for eighteen (18) consecutive months, that employee shall be offered a full-time opportunity.
6. Part-time employees shall serve a probationary period of seventy shifts worked. Part-time employees will be scheduled as their skill, ability, experience, knowledge, reliability, ability to perform the physical requirements of the position, and availability allow. Where possible, the Employer will to give preference to respective seniority.

7. It is the Company's intent that PT employees will be used to supplement the existing FT employees.

Classification	Part-time	PT Sanitation	PT Mixer / MO2 / Shipping / Receiving
Start	\$15.00	\$16.00	\$16.25
1500 hours	\$15.25	\$16.25	\$16.50
3000 hours (end rate)	\$15.50	\$16.50	\$16.75
3000 hours - Oct. 31, 2020	\$15.85	\$16.85	\$17.10
3000 hours - Oct. 31, 2021	\$16.20	\$17.20	\$17.45

Notwithstanding the above wage progression set out in exhibit "c" where there is an increase in the minimum wage in Ontario it shall become the new start rate and those employees so affected shall remain at such rate of pay until their service with the Employer would permit them an increase in their wage rate in accordance with the wage grid.

Notwithstanding the wage progressions set out above where an Employee is paid a rate higher than the start rate those employees so affected shall remain at such rate of pay until their hours with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

Memorandum note: Employees will obtain in progression wage increases in the first full pay period following the date they acquire the necessary hours.

LETTER OF UNDERSTANDING

NEW CLASSIFICATIONS

January 15, 2020

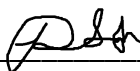
In the event the Company creates a new classification during the term of this collective agreement, the Company agrees to discuss with the Union the rates of pay for the new classification prior to its implementation.

For the Union:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF UNDERSTANDING

SEVERANCE PROVISIONS

January 15, 2020

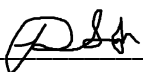
This letter confirms the parties' agreement that in the event of a plant closure or the cessation of operations of a major department, the Company and the Union shall meet to discuss the severance provisions.

For the Union:

For the Company:

Charles Redden

Pardeep Singh



LETTER OF UNDERSTANDING

USE OF AGENCY WORKERS

January 15, 2020

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").

The Company agrees that full-time 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. Furthermore, an agency employee will not be used if there is a qualified PT employee available and willing to work the shift required.

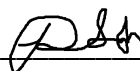
During the period commencing December 1st and ending March 31st, the Company will endeavour to limit using agency employees to a combined maximum of five percent (5%) of the total weekly hours. Between April 1st and November 30th, the Company will endeavour to limit agency usage to a maximum of fifteen percent (15%) of the total weekly hours.

For the Union:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF UNDERSTANDING

FLOAT HOLIDAYS

January 15, 2020

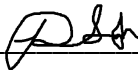
The parties agree that for the term of this Collective Agreement that, in each of the applicable years, one of the two float holidays will be scheduled between Christmas and New Years, posted thirty (30) days prior to Christmas, and that the other float day to be scheduled by mutual agreement between 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:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF UNDERSTANDING

PENSION PLAN

January 15, 2020

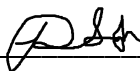
It is understood that all new employees shall be enrolled on the Corporate defined contribution plan. Furthermore, the Company will continue with the defined benefit plan for all employees who are currently enrolled in it.

For the Union:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF ASSURANCE

January 15, 2020

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..

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.

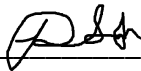
This letter is in effect on ratification and expires October 31, 2022.

For the Union:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF UNDERSTANDING

SKILLED TRADES

January 15, 2020

During negotiations the parties discussed proposals by the union regarding the skilled trades. The Maintenance Department will be comprised of various classifications and skilled trades including but not limited to:

- Electrician
- Millwright
- Refrigeration

Skilled Trades for the purpose of this Letter of Understanding will be:

- Any employee currently working in the Maintenance Department as outlined above.
 - An employee who has served a bona fide apprenticeship as per the Provincial standards and has a certificate of completion which substantiates his/her claim of such qualifications.
 - An individual who holds a Certificate of Qualification in a trade designated above.
1. The parties commit to establish a **Joint Apprenticeship Committee** and shall be guided by the following:
 - a. The Committee shall be made of an equal number of members from the Company and journeymen members from the union.
 - b. The Chair of the Committee shall be the supervisor of Apprentices.
 - c. The Committee shall:
 - 1) Participate in an initial interview with prospective apprentices to have them understand the responsibilities he/she is about to accept as well as the benefits he/she will receive.
 - 2) To hear and make recommendations on questions involving apprentices which relate to their apprenticeship.
 - 3) To recommend whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
 - 4) To offer constructive suggestions for the improvement of training on the job as it relates to the apprenticeship program.
 - 5) In general, to be responsible to help promote the successful operation of the apprenticeship standards and program and to help ensure the

successful completion of the apprenticeship by the apprentices under these standards.

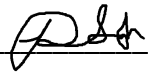
2. The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council, currently one-half hour (1/2 hour) per year from those employees who identified as skilled trades. Deductions are to be made in the third week of January of each year and forwarded along with regular dues deducted during the week.
3. The parties also confirmed the need to facilitate positive communication amongst the skilled trades. Should there be further specific issues that arise, the parties agree to meet as per the JLM parameters in the collective agreement with the maintenance steward and the chief steward.
4. The parties agree that notwithstanding Article 9, in the event of a lay-off affecting the maintenance staff, the application of seniority will be based on seniority within the maintenance department only.

For the Union:

Charles Redden

For the Company:

Pardeep Singh



LETTER OF UNDERSTANDING

SCHEDULING

January 15, 2020

The parties agree that for a trial period of three (3) months from ratification, the following will apply:

In addition to the current terms and scheduling preferences under Article 10.08, employees may indicate a start time preference of either 'early start' or 'late start'.

The parties will establish a committee to meet each Friday to review employee scheduling concerns from the previous week and to work towards identifying alternative scheduling methods. It is understood that these meetings are not in any way intended to obtain approval on the schedules.

The Company reserves the right to cease all terms of this letter of understanding within the three (3) month trial period, at which time all terms will revert to the current language. Should the Company decide to continue with these terms, they shall continue for the life of the Collective Agreement.

For the Union:

Charles Redden

For the Company:

Pardeep Singh

