

Comp.	
99	01/19
2004	01/18
	430
	JP

COLLECTIVE AGREEMENT

BETWEEN:

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

of the FIRST PART

- and -

BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN
MILLERS
INTERNATIONAL UNION, LOCAL 264

(hereinafter referred to as the "Union")

of the SECOND PART

JAN 23 2004

11461 (02)

TABLE OF CONTENTS

	<u>Page</u>
Article 1 - Purpose of Agreement.....	1
Article 2 - Recognition.....	1
Article 3 - Management Rights.....	2
Article 4 - Union Security.....	3
Article 5 - No Strikes or Lock-Outs.....	4
Article 6 - Representation.....	4
Article 7 - No Discrimination.....	5
Article 8 - Grievance Procedure.....	5
Article 9 - Discharge & Suspension Cases.....	6
Article 10 - Arbitration.....	7
Article 11 - Seniority.....	7
Article 12 - Leave of Absence.....	9
Article 13 - Health & Safety.....	9
Article 14 - Bulletin Boards.....	11
Article 15 - Job Posting.....	11
Article 16 - Layoff.....	12
Article 17 - Reporting Pay.....	12
Article 18 - Call In Pay.....	13
Article 19 - Bereavement Leave.....	13
Article 20 - Jury Duty and Crown Witness Duty.....	13
Article 21 - Hours of Work and Overtime.....	14
Article 22 - Shift Premium.....	16
Article 23 - Vacations.....	16
Article 24 - Paid Holidays.....	17
Article 25 - Lead Hands.....	18
Article 26 - Employee Benefits.....	18
Article 27 - Wages.....	19
Article 28 - Term of Agreement.....	20
Schedule " A.....	21
Letters of Understanding.....	23

THIS AGREEMENT made this 19th day of February, 1999.

B E T W E E N :

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

- and -

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 264**

(hereinafter referred to as the "Union")

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Company's business without interruption or interference with **work**, and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement **to** be the desire of the Company, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.
- 1.02 Wherever the masculine gender is used in this Agreement, it shall also include the feminine and vice versa.

ARTICLE 2

RECOGNITION

- 2.01 (a) This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 26th day of June, 1986, that is, all employees of the Company at the Township of Vaughan, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than twenty-four (**24**) hours per week and students employed during the school vacation period.

- (b) From Monday to Friday part-time employees on a daily basis shall not exceed twenty-five percent (25%) of the daily assigned complement of full-time employees.
- 2.02 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in the bargaining unit defined above.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Company and its facilities and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, and select employees for positions excluded from the bargaining unit;
 - (c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, and require medical examinations by a Company appointed physician whose costs shall be paid for by the Company although the employee has the right to provide information from his family doctor;
 - (d) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments, change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time, the number of hours to be worked, starting and quitting times, the determination of financial policies, including general accounting procedures and customer relations;
 - (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

- 3.02 The Company agrees it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Company's rights.
- 3.03 Without limiting the Company's right to discharge in any other case, it is agreed that theft of property of the Company, its employees *or* customers shall result in the specific penalty of discharge subject to the right to file a grievance over whether theft has occurred.
- 3.04 It is understood that the Company engages employees of agencies to handle work fluctuations. Should an Agency employee be hired by the Company, the normal probationary period shall apply.

ARTICLE 4

UNION SECURITY

- 4.01 During the term of this Agreement, the Employer agrees to deduct regular monthly Union dues, or a sum equivalent to the regular monthly Union dues and initiation fees as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee on the first pay day of each calendar month and to remit the amount so deducted to the Local Union Financial Secretary, no later than the last day of the same month. Initiation fees shall be deducted at the rate of ten dollars (\$10.00) per week with such deductions commencing after the employee has completed his probationary period.
- 4.02 As a condition of their continued employment, all present employees who were members of the Union on June 26th, 1986 *or* who became members subsequent to that date, shall remain members in good standing of the Union in accordance with the Constitution and By-laws of the Union and all future employees hired subsequent to that date, shall become and remain members in good standing of the Union in accordance with the Constitution and By-laws of the Union.
- 4.03 As a condition of their continued employment, all employees shall be required to execute and deliver to the Company an authorization for deductions of their regular monthly Union dues.
- 4.04 The parties hereto agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in labour organization.
- 4.05 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company.
- 4.06 The Union shall indemnify and save harmless the Company against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Company for the purpose of complying with this Article.

ARTICLE 5

NO STRIKES OR LOCK-OUTS

- 5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike by employees and the Company agrees that there will be no lock-out of employees. The Terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act, R.S.O. 1980.

ARTICLE 6

REPRESENTATION

- 6.01 There shall be three (3) stewards in each plant. In each plant one (1) steward shall be from each of the afternoon and evening shifts. The third steward in each plant should be the Chief Steward and shall be assigned to the day shift, where it is practicable to do so. Stewards may be elected from the bargaining unit or appointed from the bargaining unit by the local union. To be eligible for election or appointment as a steward, an employee must have completed one (1) year of continuous service with the Company. The Union shall notify the Company, in writing, of the names of such stewards at the time of their appointment and the Company shall not be required to recognize any steward until it has been so notified. Stewards shall only be recognized at the plant at which they work, unless mutually agreed between the parties.
- 6.02 A steward may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.
- 6.03 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a maximum of three (3) employees from the Rivermede plant and a maximum of three (3) employees from the Viceroy plant who have at least one (1) year of seniority under this Agreement, and the Union's representatives. The Negotiating Committee will be paid regular wages for time lost for regularly scheduled hours while negotiating a new or altered Collective Agreement.
- 6.04 No steward shall leave his work to investigate or process any grievance or to negotiate with the Company without the prior consent of his supervisor. No steward may enter any department other than his own without first obtaining the consent of the supervisor of that department. Consent of the supervisor shall not be unreasonably withheld. It is understood that stewards will not absent themselves from their regular duties unreasonably. Such consent will be granted when the production of the work area and/or plant is not unduly affected. The steward shall report back to his immediate supervisor at the time he returns to work.
- 6.05 The Company agrees that permission for the representative of the Union responsible for the membership covered by this Agreement to enter the Company's premises will not be

unreasonably withheld, on the understanding that there will be no interference with or interruption of production. Requests for such permission shall be made to the Vice-President of Operations or his designate.

ARTICLE 7

NO DISCRIMINATION

- 7.01 There shall be no discrimination by the Company or the Union or its members against any employee, because of race, creed, colour, sex, national origin, religion or age, as these terms are defined by the Ontario Human Rights Code.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his complaint with his immediate supervisor. Such a complaint shall be brought to the attention of the immediate supervisor within three (3) working days of the incident giving rise to the complaint. The immediate supervisor shall state his decision verbally within three (3) working days of receiving the complaint.

STEP 1

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, he may, with the assistance of his steward refer such matter on a written grievance form supplied by the Union to his immediate supervisor who shall answer the grievance in writing within three (3) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within three (3) working days of receipt of the reply of the immediate supervisor to the complaint. The grievance shall contain a brief statement of the facts relied upon, indicate the relief sought, specify the article or articles, if any, of the Agreement of which a violation is alleged, and be signed by the employee.

STEP 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Plant Manager or his designate within three (3) working days of receipt of the immediate supervisor's reply at Step 1. A meeting with the Company's representative, the employee and if the employee requests, his steward, shall be held within three (3) working days of the referral. The grievance shall be answered in writing within three (3) working days of the meeting.

STEP 3

If no settlement is reached at Step 2, the Chief Steward and steward from the plant in which the grievance arose and representatives of management shall meet within **three** (3) working days of the Union's receipt of the reply of the Plant Manager to discuss the grievance. The Union's representative will be in attendance at this meeting. If the grievance is not settled within three (3) working days, it may be referred to arbitration as hereinafter provided.

- 8.03 The Union or the Company may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union in the case of a Union grievance or the Company in the case of a Company grievance. The Union may not institute a grievance directly affecting an employee or employees that such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.
- 8.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union. Section 48(16) of the Labour Relations Act, as amended, shall have no application to the time limits provided for in the Grievance and Arbitration Procedures specified in this Agreement.
- 8.05 No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee. **An** employee will have no seniority rights during the probationary period and if his employment is terminated at any time during such probationary period such termination shall not be subject to the Grievance Procedure.

ARTICLE 9

DISCHARGE & SUSPENSION CASES

- 9.01 An employee who has acquired seniority and who is discharged or suspended shall be given a reasonable opportunity to interview his steward before leaving the Company's premises, unless it is necessary, because of the circumstances giving rise to his discharge, to require the immediate expulsion of the employee from the plant premises.
- 9.02 **An** employee who has acquired seniority and who is discharged may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge. An employee who is suspended may file a grievance at Step 1 of the Grievance Procedure within three (3) working days after such suspension.
- 9.03 Where a grievance, which is filed under Article 9.02, is not settled and duly comes before an arbitrator, the arbitrator may make a ruling, subject to this Article and to Article 10:
- (a) confirming the Company's action;

- (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.'
- 9.04 In the event that a period of eighteen (18) months has lapsed since a disciplinary notice was placed in an employee's personnel file and no further disciplinary notice has been placed in the employee's personnel file in the intervening period, such notice shall be removed from the employee's personnel file.

ARTICLE 10

ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within three (3) working days of the reply under Step 3.
- 10.02 The parties shall attempt to agree upon the selection of the arbitrator within fifteen (15) days after the notice of arbitration has been received. In the event of the failure of the parties to agree upon a sole arbitrator, either party may request that the Minister of Labour for the Province of Ontario appoint an arbitrator.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 Each of the parties hereto will jointly share the fees and expenses of the arbitrator, if any.
- 10.05 It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this agreement or any of its parts; the Board may, however, interpret the provisions of this Agreement.

ARTICLE 11

SENIORITY

- 11.01 Newly hired employees shall serve a probationary period of sixty (60) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his seniority dated back sixty (60) working days. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Company. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.

- 11.02 Seniority shall mean the employee's length of continuous service with the Company. **An** employee shall maintain and accumulate seniority under the following conditions:
- (a) while he is actively at work for the Company after he has completed his probationary period as set out in Article 11.01 above;
 - (b) during the period when he is prevented from performing his work for the Company by reason of injury arising out of and in the course of his employment and for which he is receiving compensation under the provisions of the Workers' Compensation Act, subject to Article 11.04;
 - (c) during the first two (2) months of any authorized leave of absence, and in the case of absence due to illness or layoff until seniority has been lost.
- 11.03 Seniority lists will be mailed to the Union office and posted on the bulletin board on January 1st and July 1st of each contract year.
- 11.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if he voluntarily quits;
 - (b) if he retires;
 - (c) if he is discharged for just cause and not reinstated through the Grievance or Arbitration Procedure;
 - (d) if he fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
 - (e) if twelve (12) months have elapsed from the day of layoff;
 - (f) if he is absent from work for more than three (3) consecutive scheduled working days without notifying the Company;
 - (g) if he is absent from work for more than twelve (12) months due to accident or illness.
- 11.05 When recalling an employee after layoff, he shall be notified by telephone followed by registered mail and allowed five (5) working days from the date of the notice to report for work and, in the meantime, if any employee is recalled and is not immediately available for work, other employees in seniority standing may be recalled but will be temporarily employed until the senior employee reports within the five (5) working day period as outlined. **An** employee who is notified by telephone followed by registered mail in accordance with this Article must contact the Company within five (5) working days of the notice of return to work if he wishes the Company to hold the job open for him for the full five (5) working day period. IT SHALL BE THE EMPLOYEES RESPONSIBILITY TO

KEEP THE COMPANY NOTIFIED AS TO ANY CHANGE OF HIS ADDRESS OR TELEPHONE NUMBER SO THAT THEY WILL BE UP TO DATE AT ALL TIMES.

11.06 Seniority shall have no application except as provided for in this Agreement.

ARTICLE 12

LEAVE OF ABSENCE

- 12.01 (a) the Company may grant a leave of absence of up to two (2) months without pay for legitimate personal reasons. Such leave ~~of~~ absence may only be taken outside of the summer season. Such leave of absence shall not be granted more than once in any two (2) year period. The Company may refuse the application for leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.
- (b) Special consideration will be given in cases of personal or family emergencies.
- 12.02 The Company may grant a leave of absence of up to one (1) week without pay for legitimate personal reasons in the summer season. Such leave may be taken immediately prior to or immediately following his vacation period. Such leave of absence shall not be granted more than once in any two (2) year period. The Company may refuse the application for leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.
- 12.03 Any leave of absence granted by the Company shall be in writing and shall set out the length of the leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 12.04 If an employee is sent from work to the Company's doctor for the purposes of a medical examination requested by the Company, the employee shall not thereby suffer a loss of wages for regular hours for time spent travelling to and attending at the doctor's office.
- 12.05 Maternity leave shall be granted in accordance with the provisions of the Employment Standards Act.

ARTICLE 13

HEALTH AND SAFETY

- 13.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.
- 13.02 There shall be a Joint Health and Safety Committee composed of a maximum of three (3) employees elected by the employees and three (3) representatives designated by the

Company. The Committee shall meet at least every month. A Union representative may attend upon advance notice and consent of the Company, which shall not be unreasonably withheld.

- 13.03 The Company will continue its present practice of supplying clean uniforms to employees.
- 13.04 If an employee is injured on the job so that he cannot complete his shift, he will be sent home and paid for the balance of the shift, always provided that he received medical treatment for the injury and presents proof thereof. The Company shall furnish to an employee injured during the course of their employment and who is in need of it, immediate conveyance and transportation to a physician or to a hospital within the area or within a reasonable distance of the place of injury.

The Company, within three (3) days after it learns of the happening of an accident to an employee by which the worker is disabled from earning full wages or that necessitates health care, shall notify the Workers' Compensation Board in accordance with the requirements of the Workers' Compensation Act, R.S.O. 1980, c. 539 as amended.

- 13.05 Effective immediately, the Company shall contribute fifty dollars (\$50.00) per employee per year towards the cost of Company-approved safety shoes.

Effective January 19, 2000, the Company shall contribute fifty-five (\$55.00) per employee per year towards the cost of Company approved safety shoes.

Effective January 19, 2003, the Company shall contribute sixty (\$60.00) per employee per year towards the cost of Company approved safety shoes.

If the employee leaves the employment of the Company before completing six (6) months of service, the Company shall deduct their cost incurred for the safety shoes from the employee's final pay cheque.

Due to special climate conditions for employees who are assigned to work in the freezer on a regular basis, effective immediately the Company shall contribute ninety-six (\$96.00) towards the purchase of one (1) pair of insulated safety shoes.

Effective January 19, 2000, the Company shall contribute one hundred and one (\$101.00) per employee per year towards the cost of Company approved insulated safety shoes.

Effective January 19, 2003, the Company shall contribute one hundred and six (\$106.00) per employee per year towards the cost of Company approved insulated safety shoes.

All employees shall be required to wear safety shoes. Employees who do not wear the safety shoes shall be subject to discipline.

All safety shoe purchases must be supported by a receipt.

- 13.06 Employees shall acknowledge receipt in writing of all equipment and uniforms issued to them by the Company and agree to return them upon termination of employment.

ARTICLE 14

BULLETIN BOARDS

- 14.01 The Union shall have the use of a separate bulletin board in the Company's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Company. Such notices must be approved by the Company prior to their being posted and such approval will not be unreasonably withheld.

ARTICLE 15

JOB POSTING

- 15.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification, the Company will post a notice of the vacancy for a period of three (3) working days on the plant bulletin board. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by making written application to the person designated on the posting within the aforesaid three (3) working day posting period. No vacancy in the General Production Worker classification shall be posted.
- 15.02 In filling any posted vacancy under this Article, the Company will consider the requirements and efficiency of operations including, but not limited to, the need to maintain a sufficient number of qualified employees on all shifts, and the skill, ability and qualifications of the individual to perform the normal required work and, where in the opinion of the Company these are relatively equal, seniority shall govern. If no acceptable applications are received, the Company reserves the right to transfer or hire. The Company will provide the Chief Steward with a copy of the posting when it is posted.
- 15.03 An employee:
- (a) whose classification wage rate is less than the rate of the posted job; or
 - (b) whose classification wage rate is the same as the rate of the posted job but who is in a different classification; may apply for a posted vacancy unless otherwise mutually agreed to by the parties.
- 15.04 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Company without posting. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting. In filling such a vacancy without a further posting the Company will consider the other original applicants for the vacancy.

- 15.05 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for three (3) months from the date of his successful bid, except with the Company's permission.
- 15.06 For a job anticipated to be vacant for **less** than sixty (60) days, and where there **are** no spare full time employees available, and when the Company determines to fill the vacancy, the Company will canvass on a seniority basis, qualified employees at a lower wage rate, from the same shift, within the same plant and who are willing and able to fill the vacancy. Any job which is to be vacant for a period of greater than sixty (60) days, but **less** than one (1) year, because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, may be posted as a temporary vacancy. Only one (1) resultant vacancy will be posted. Temporary vacancies and jobs that become vacant while employees are on layoff shall not be deemed to be vacant for the purpose of the Article.
- 15.07 Seniority for the purpose of this Article shall mean plant wide seniority.

ARTICLE 16

LAYOFF

- 16.01 In the event of a layoff, the Company agrees that agency employees covered by Article 3.04 of the Collective Agreement and part-time employees shall be laid off before any bargaining unit employee is laid off provided the remaining employees have the **skill**, ability and qualifications to perform the required work. Full time employees who are recalled from layoff for less than thirty (30) days of work or who work part-time hours shall be treated **as** laid off employees.
- 16.02 In cases of layoff, the Company will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority applied on a plant-wide basis shall be considered. **For** the purpose of this Article a layoff means a layoff of more than one (1) working day. For employees with less than one (1) years' seniority, for the purpose of this Article a layoff means a layoff of more than five (5) working days.
- 16.03 In the event of a complete and permanent plant closure, severance payments to affected employees will be made in accordance with the Employment Standards Act.

ARTICLE 17

REPORTING PAY

- 17.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at their regular rate of pay regardless of the type of work assigned, or if no work is available shall receive four (4) hours' pay at their straight-time regular hourly rate.

17.02 The provisions of this Article shall not apply in the event of strikes, power failure, or any other conditions beyond the control of the Company which prevent the Company from providing work or where the Company is unable to advise the employee or leave a message not to report for work because the employee has not provided his current address and telephone number to the Company or because the employee was absent on the preceding day. If such interruption occurs after an employee has commenced working on his/her shift, those employees affected shall be given an opportunity to complete their eight (8) hours for that particular shift at a later date.

ARTICLE 18

CALL IN PAY

18.01 If an employee is called in to work after having left the Company's premises after completion of his regular scheduled shift, he shall receive a minimum of four (4) hours' pay at one and one-half (1½) times his straight-time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift, hours worked immediately prior to the regular starting time, and there shall be no duplication of this premium and any other premium provided for in this Agreement and shall not be included in the computation of overtime under Article 21.

ARTICLE 19

BEREAVEMENT LEAVE

19.01 The Company shall pay an employee up to four (4) days' pay at the employee's regular straight-time hourly rate for all regular time lost in the event of the death of the employee's husband, wife, father, mother, brother, sister or child. Payment shall be made only to the extent of the time lost while making arrangements for and/or attending the funeral. Up to two (2) days' pay for mother-in-law and father-in-law and one (1) day's pay for grandfather and grandmother, shall be paid for all regular time lost due to attending the funeral. In order to qualify the employee must:

- (a) have completed his probationary period; and
- (b) may be required by the Company to provide satisfactory proof of death.

19.02 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, paid holidays, while on vacation or leave of absence or for any other period during which they would not have worked.

ARTICLE 20

JURY DUTY AND CROWN WITNESS DUTY

- 20.01 **An** employee who is selected for service **as** a juror or is required by subpoena to appear in court **as** a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury service **or** appearance in court. Such compensation will be based on his regularly scheduled hours at **his** straight-time hourly rate less the fee received for **his** service other than mileage allowance, if any, as **a** juror or witness. However, should the employee present himself for selection **as** a juror and not be selected or appear as a witness and be released, then he is required to return to his place of employment to complete his remaining normally scheduled work day.
- 20.02 In order for an employee to qualify for payment under this Article, he must:
- (a) inform his supervisor within twenty-four (24) hours of his selection for service as a juror or witness;
 - (b) if released from service as a juror or witness and four (4) hours or more remain in the employee's regularly scheduled hours, he must return to work to complete his remaining normally scheduled work day, unless travelling distance makes this impractical;
 - (c) provide a written schedule to the Company indicating the date of his service **as** a juror or witness, the time **so** spent and the fee received for his services as a juror or witness;
 - (d) have completed his probationary period.

ARTICLE 21

HOURS OF WORK AND OVERTIME

- 21.01 The regular work week shall consist of forty (40) hours per week comprised of five (5), eight (8) hour days. Each employee with the Company will be guaranteed the opportunity of working forty (40) hours per week at their regular hourly rate provided:
- (a) he reports for work and remains at work for all of each working hour scheduled by the Company; and
 - (b) he performs whatever work is available and assigned to him by the Company.
- The terms of the guarantee set out herein shall not apply in the circumstances set out in Article 17.02 or for employees on layoff. The guarantee shall be reduced by eight (8) hours for each paid holiday not worked. **For** new employees **as** of March 13, 1990, after one (1) year of seniority they will receive the guarantee **as** noted above.
- 21.02 The daily hours, starting and quitting times and lunch periods, shall be determined by the Company in accordance with production requirements. This shall include the right to schedule regular shifts on Saturday and Sunday.

- 21.03 The Company will schedule a ten (10) minute break each half shift and an unpaid lunch period of one half hour as close to the middle of the shift as possible.
- 21.04 Employees shall be at their respective job stations and ready to work at their scheduled starting time.
- 21.05 (a) Time and one half shall be paid for all hours worked in excess of forty (40) hours per week. In a week in which a statutory holiday falls employees shall be paid time and one-half for all hours worked after thirty-two (32) hours worked in the week, provided they have worked at least three (3) scheduled shifts in that week. In a week in which two (2) statutory holidays fall employees shall be paid time and one-half for all hours worked after twenty-four (24) hours worked in the week, provided they have worked at least two (2) scheduled shifts in that week.

- (b) Any hours worked on a Saturday or Sunday will be paid at the rate of one and one-half (1½) times the hourly rate of the job which the employee is performing on the Saturday or Sunday. This will not include the midnight shift that starts early on Sundays, unless the midnight shift is scheduled to start before 6:00 p.m. Sunday. It is agreed that work performed on a Saturday or Sunday is voluntary except for sanitation and maintenance unless the Company is unable to enlist a sufficient number of qualified and available employees to perform the available work required, in which event the Company has the right to assign the work.

In scheduling regular shifts on Saturday and Sunday in maintenance and sanitation the Company will endeavour to schedule employees in a way which does not require employees to work each and every Saturday and Sunday, taking into account the need to have sanitation and maintenance employees on the shift with the skill, ability and qualifications to perform the required work.

- (c) In the event that Fresh Bakery Business is introduced to the Viceroy plant, the following procedure will apply:
1. The Company will post for volunteers by shift and by classification at each plant. Should an insufficient number of employees apply for the available work then;
 2. Employees from both plants, in the classification needed, will be asked to volunteer to work the Fresh Bakery Business.
 3. Should an insufficient number of employees volunteer to work the Fresh Bakery Business via canvassing then, the remaining vacant positions will be filled by assigning employees by shift and by classification using reverse seniority.
 4. The foregoing will not be introduced for a period of less than one (1) month.
 - (a) Employees who volunteer or are assigned by the Company to perform work on Fresh Bakery Business will be eligible to receive the premium pay at one and one half (1½) times

their regular hourly rate for all hours worked on their scheduled days off.

- (b) Employees who work on Fresh Bakery Business will be entitled to receive a premium of \$3.00/hr. for all hours worked on a Saturday or Sunday.

- 21.06 The Company will endeavour to distribute overtime as equitably as practicable among those employees who normally perform the required work. It is agreed that overtime *is* voluntary unless the Company is unable to enlist a sufficient number of qualified and available employees to perform the available work required. in which event the Company has the right to assign overtime.
- 21.07 All overtime must be authorized by the Company
- 21.08 No-pyramiding. There shall be no pyramiding of overtime, call-in, holiday or premium payments.

ARTICLE 22

SHIFT PREMIUM

- 22.01 A shift premium of sixty cents (60¢) per hour shall be paid for all hours worked where the majority of the hours worked on an employee's shift are between the hours of 11:30 p.m. and 8:00 a.m.
- 22.02 Overtime premiums and shift premiums shall not be pyramided.

ARTICLE 23

VACATIONS

- 23.01 Any employee who, on the 1st day of **January** in each year, has:
 - (a) completed **less** than one (1) year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the Employment Standards Act;
 - (b) completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall receive two (2) weeks' vacation per year with pay equal to four per cent (**4%**) of the employee's total wages in the previous year;
 - (c) completed more than five (5) years of continuous service ~~with~~ the Company but less than ten (10) years of continuous service with the Company shall receive three (3) weeks' vacation per year with pay equal to six per cent (**6%**) of the employee's total wages in the previous year;

- (d) completed more than ten (10) years of continuous service with the Company shall receive four (4) weeks' vacation per year with pay equal to eight per cent (8%) of the employee's total wages in the previous year.
- (e) completed more than nineteen (19) years of continuous service with the Company shall receive five (5) weeks vacation per year with pay equal to ten (10%) percent of the employee's total wages in the previous year. This provision will only become effective January 19, 2002.

However, in Article 23.01(c), (d) and (e) the calculations using the increased percentage will commence in the week in which the employee has actually completed five (5), ten (10) or nineteen (19) years of continuous service with the Company. These calculations will be reflected on the first pay following such week.

- 23.02 The term "total wages" includes the previous year's vacation pay.
- 23.03 Vacations shall not be cumulative from year to year unless mutually agreed to between the Company and the Union. Vacations must be taken when earned in accordance with Article 23.01.

ARTICLE 24

PAID HOLIDAYS

- 24.01 The following shall be recognized as holidays to be paid for on the basis of eight (8) hours at the employee's regular straight-time hourly rate:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Employee's Birthday	Boxing Day

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

- 24.02 **An** employee will be paid for a holiday provided he:
 - (a) works his last full scheduled shift before and his first full scheduled shift on the working day which immediately follows such holiday unless he is excused by the Company;
 - (b) is on the active payroll of the Company and not on a leave of absence, sick leave, Worker's Compensation or layoff; and
 - (c) has completed his probationary period as specified in this Agreement.
- 24.03 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at two times (2x) his regular hourly rate of pay provided the majority of the

employees shift is worked and falls on the said holiday, in addition to his holiday pay as herein provided for. It is recognized that in view of the nature of the Company's business, work on statutory holidays may be required by the Company.

- 24.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's vacation with pay, to be taken at the end of the scheduled vacation, unless otherwise mutually agreed with the employee.

ARTICLE 25

LEAD HANDS

- 25.01 A lead hand shall be defined as a person who performs work and directs the work of others. They shall not have the authority to hire, fire, suspend or directly discipline other employees and they shall be a member of the bargaining unit. Their status as lead hand shall not, in and of itself, protect them in the event of a layoff.
- 25.02 The Company will post lead hand positions. Such postings will be filled in accordance with Article 15.02 of the Collective Agreement except that the Company will also consider an applicant's perceived leadership qualities. The successful applicant will be in the position on a trial basis for a period of six (6) months.

ARTICLE 26

EMPLOYEE BENEFITS

- 26.01 The Company shall pay one hundred per cent (100%) of the premium cost of the existing major medical plan for all eligible employees who have completed their probationary period. For new employees hired after January 19, 1993, the Company shall pay one hundred percent (100%) of the premium cost of the existing major medical plan for all eligible employees who have completed six (6) months of continuous service with the Company.

New employees hired after January 19, 1993 will have no coverage in the benefit plan for a period of six (6) months. After six (6) months of continuous service with the Company, those employees will have fifty percent (50%) of the benefit coverage. After one (1) year of continuous service with the Company, those employees will have one hundred percent (100%) coverage for benefits.

The annual maximum per employee (and dependents) will be \$10,000 for drugs and \$10,000 per employee (and dependents) for miscellaneous services as outlined in the Major Medical Plan.

- 26.02 The Company shall pay one hundred per cent (100%) of the premium cost of the existing Group Life Insurance Plan for all eligible employees who have completed their probationary period.

- 26.03 The Company shall pay one hundred per cent (100%) of the premium cost of the existing Vision Care Plan for all eligible employees who have completed their probationary period.
- 26.04 The Company shall pay one hundred per cent (100%) of the premium cost of the existing Dental Plan for all eligible employees who have completed their probationary period. The annual ~~maximum~~ shall be one thousand dollars (\$1,000.00) per employee (and dependents). The 1992 ODA schedule of fees shall be applicable until January 19, 2000 at which time the 1998 ODA schedule of fees shall be applicable for the remaining term of this Collective Agreement.
- 26.05 The Company's share of the premium cost referred to in this Article shall be paid for employees on layoff only to the end of the month in which layoff has commenced.
- 26.06 The above mentioned benefits are more particularly described in the relevant Plan documents and policies of insurance. Any disputes over entitlement to benefits shall be adjusted directly between the insurance carrier and the employee concerned. The Company should supply a copy of the benefit booklet to employees upon their commencement of eligibility for benefit coverage.
- 26.07 The current insurance carriers for the above mentioned benefits are Sunlife Assurance Company of Canada and London Life Insurance Company. The Company reserves the right to change carriers at any time provided that in the event any carrier is changed an equivalent level of benefits will be maintained.
- 26.08 The Company will implement a weekly indemnity plan (1-5-15) at two-thirds (2/3) of weekly wages to UIC maximum.
- 26.09 The Company will furnish required tools for maintenance employees.
- 26.10 Employees who are absent from work because of injury for which they are in receipt of Workers' Compensation benefits shall have 100% of the premium cost of the benefits set out in Articles 26.01 to 26.04 paid by the Company for the first twelve (12) months of the absence.

ARTICLE 27

WAGES

- 27.01 The wages set out in Schedule "A" attached hereto forms part of this Agreement.
- 27.02 Commencing in April of 1987, wages shall be paid weekly.
- 27.03 Temporary Transfer

Where an employee is temporarily transferred by the Company to a classification with a higher rate of pay for a period of four (4) hours or more, he shall be paid the six (6) month rate of pay of the higher classification for the duration of the temporary transfer.

	12 Month Rate	15.95	16.10	16.40	16.70	17.05
Maintenance Mechanic "C"	Start Rate	\$16.70	\$16.85	\$17.15	\$17.45	\$17.80
	6 Month Rate	17.20	17.35	17.65	17.95	18.30
	12 Month Rate	17.70	17.85	18.15	18.45	18.80
Maintenance Mechanic "B"	Start Rate	\$18.15	\$18.30	\$18.60	\$18.90	\$19.25
	6 Month Rate	18.65	18.80	19.10	19.40	19.75
	12 Month Rate	19.15	19.30	19.60	19.90	20.25
Maintenance Mechanic "A"	Start Rate	\$19.70	\$19.85	\$20.15	\$20.45	\$20.80
	6 Month Rate	20.20	20.35	20.65	20.95	21.30
	12 Month Rate	20.70	20.85	21.15	21.45	21.80

ARTICLE 28

TERM OF AGREEMENT

28.01 This Agreement shall commence on the 19th day of January, 1999 and end on the 18th day of January, 2004, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement ~~or~~ to negotiate revisions thereto.

- NOTES -

SCHEDULE "A"

RATES OF PAY

CLASSIFICATION		EFF. JAN. 19/99	EFF. JAN. 19/00	EFF. JAN. 19/01	EFF. JAN. 19/02	EFF. JAN. 19/03
General Production Worker *	Start Rate	\$12.40	\$12.55	\$12.85	\$13.15	\$13.50
	6 Month Rate	12.90	13.05	13.35	13.65	14.00
	12 Month Rate	13.40	13.55	13.85	14.15	14.50
Sanitation	Start Rate	\$12.55	\$12.70	\$13.00	\$13.30	\$13.65
	6 Month Rate	13.05	13.20	13.50	13.80	14.15
	12 Month Rate	13.55	13.70	14.00	14.30	14.65
Line Operator **	Start Rate	\$12.90	\$14.05	\$14.35	\$14.65	\$15.00
	6 Month Rate	13.40	14.55	14.85	15.15	15.50
	12 Month Rate	13.90	15.05	15.35	15.65	16.00
Utility Operator	Start Rate	\$13.95	\$14.10	\$14.40	\$14.70	\$15.05
	6 Month Rate	14.45	14.60	14.90	15.20	15.55
	12 Month Rate	14.95	15.10	15.40	15.70	16.05
Mixer **	Start Rate	\$13.95	\$14.10	\$14.40	\$14.70	\$15.05
	6 Month Rate	14.45	14.60	14.90	15.20	15.55
	12 Month Rate	14.95	15.10	15.40	15.70	16.05
Production Lead Hand	Start Rate	\$14.95	\$15.10	\$15.40	\$15.70	\$16.05
	6 Month Rate	15.45	15.60	15.90	16.20	16.55
	12 Month Rate	15.95	16.10	16.40	16.70	17.05
Maintenance Mechanic "C"	Start Rate	\$16.70	\$16.85	\$17.15	\$17.45	\$17.80
	6 Month Rate	17.20	17.35	17.65	17.95	18.30
	12 Month Rate	17.70	17.85	18.15	18.45	18.80
Maintenance Mechanic "B"	Start Rate	\$18.15	\$18.30	\$18.60	\$18.90	\$19.25
	6 Month Rate	18.65	18.80	19.10	19.40	19.75
	12 Month Rate	19.15	19.30	19.60	19.90	20.25
Maintenance Mechanic "A"	Start Rate	\$19.70	\$19.85	\$20.15	\$20.45	\$20.80
	6 Month Rate	20.20	20.35	20.65	20.95	21.30
	12 Month Rate	20.70	20.85	21.15	21.45	21.80

CLASSIFICATION		EFF. JAN. 19/99	EFF. JAN. 19/00	EFF. JAN. 19/01	EFF. JAN. 19/02	EFF. JAN. 19/03
Maintenance Lead Hand	Start Rate	\$20.70	\$20.85	\$21.15	\$21.45	\$21.80
	6 Month Rate	21.20	21.35	21.65	21.95	22.30
	12 Month Rate	21.70	21.85	22.15	22.45	22.80
Maintenance Electrician	Start Rate	\$21.25	\$21.40	\$21.70	\$22.00	\$22.35
	6 Month Rate	21.75	21.90	22.20	22.50	22.85
	12 Month Rate	22.25	22.40	22.70	23.00	23.35
Forklift Operator	Start Rate	\$14.65	\$14.80	\$15.10	\$15.40	\$15.75
	6 Month Rate	15.15	15.30	15.60	15.90	16.25
	12 Month Rate	15.65	15.80	16.10	16.40	16.75
Forklift Leadhand	Start Rate	\$15.65	\$15.80	\$16.10	\$16.40	\$16.75
	6 Month Rate	16.15	16.30	16.60	16.90	17.25
	12 Month Rate	16.65	16.80	17.10	17.40	17.75

* General Production Workers, Warehouse Workers, and Fork Lift Operators who are assigned to work in the freezer on a regular basis shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour.

For all employees hired after January 19, 1993:

The start rate shall be one dollar (\$1.00) per hour less than the job rate. The six (6) month rate shall be fifty cents (50¢) per hour less than the job rate. The job rate shall be earned after completion of one (1) year of service.

Any Industrial Maintenance Mechanic who holds a valid Refrigeration Certificate Class "B" will receive a premium at the rate of \$.10 per hour.

** Effective April 20, 1999.

LETTER OF UNDERSTANDING

B E T W E E N :

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

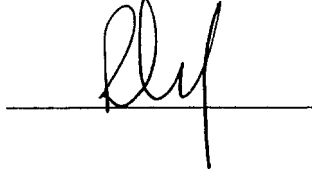
- and -

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 264**

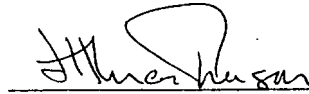
(hereinafter referred to as the "Union")

Employees who are pregnant and who for medical reasons are unable to perform their regular job may be considered for other work for the remainder of the time period leading up to the commencement of their pregnancy leave. The employee is required to provide the Company, with a copy to the Union, with medical documentation in support of the request. The Company will then meet with the Union Steward from the plant where the affected employee works to discuss what other work might be available for the remainder of the period prior to the commencement of her pregnancy leave.

FOR THE UNION:



FOR THE COMPANY:



LETTER OF UNDERSTANDING

BETWEEN :

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

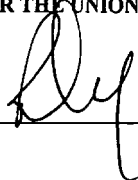
- and -

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 264**


(hereinafter referred to as the "Union")

The parties shall establish a committee of not more than two (2) representatives of the Company and two (2) representatives of the **Union** to examine the issue of rotation of Platina line employees.

FOR THE UNION:



FOR THE COMPANY:



LETTER OF UNDERSTANDING

BETWEEN :

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

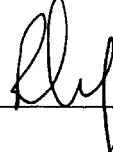
- and -

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAINMILLERS
INTERNATIONAL UNION, LOCAL 264**

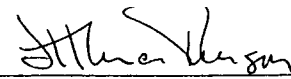
(hereinafter referred to as the "Union")

It is the Company's intention to number each locker and post a notice assigning one (1) locker to an employee. It is also the Company's intention to provide bargaining unit employees with a half-length locker. The Company will also endeavour to increase the number of full-length lockers as conditions permit to replace the half-length lockers.

FOR THE UNION:



FOR THE COMPANY:



LETTER OF UNDERSTANDING

BETWEEN :

DOUGH DELIGHT LTD.

(hereinafter referred to as the *Company")

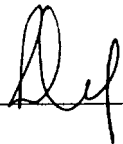
- and -

**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 264**

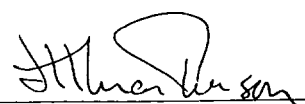
(hereinafter referred to as the "Union")

The parties agree to establish a Labour Management Committee to discuss areas of mutual concern (not grievances). The Committee shall meet bimonthly for the first six (6) months following the month in which the Collective Agreement is ratified and not **less** than quarterly thereafter. The Committee shall be comprised of two (2) members selected by the employees and two (2) members of management. The parties agree that one of the matters to be discussed by the Committee will be the question of the transfer of employees from one line to another within the same classification.

FOR THE UNION:



FOR THE COMPANY:



December 16, 1998

LETTER OF UNDERSTANDING

BETWEEN:

DOUGH DELIGHT LTD.

(hereinafter referred to as the "Company")

- and -

BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 264

(hereinafter referred to as the "Union")

RE: "RED CIRCLED EMPLOYEES"

- a) The following list of employees will have their hourly rates frozen until such time their hourly wage rate achieves parity with the top rate of their respective classification(s), or until such time the wage rate within their respective classifications exceeds their current rate.

Once the top rate within the affected employees classification has exceeded their Red Circled rate, said employees will receive the difference between their Red Circled rate and wage adjustment outlined in Schedule "A" of the Collective Agreement, or,

Until such a time said employees successfully bid, transfer or bump into another classification in which the wage rate is higher:

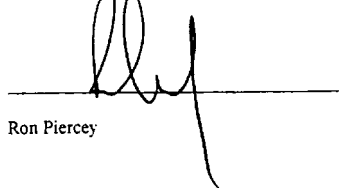
Sekhon Sukhwinder	Leadhand	\$15.80
Garcha Marjit	GPW	\$13.30
Kipnis Nina	GPW	\$13.30
Monchis Yeuginya	GPW	\$13.30
Robert Spence	Leadhand	\$15.60

Gerry Trifler	Sanitation	\$15.30
Anton Uthayakumar	Forklift Leadhand	\$16.30

- b) Surplus Utility Operators are defined in Item 2 of the Letter of Understanding (re: Line Operator and Mixer Proposal dated January 13, 1999, who are unable to perform the responsibilities of the new Mixer classification, will also be Red Circled at their current rate as per the foregoing.

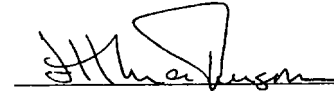
Signed this 19 day of February, 1999

FOR THE UNION



Ron Piercey

FOR THE COMPANY



Ian MacPherson

DOUGH DELIGHT LTD. -CANADA BREAD COMPANY LTD.

LANGUAGE AGREEMENT

LETTER OF UNDERSTANDING(expiring January 18, 2006)

RE: "LINE OPERATOR & MIXER PROPOSAL"

The Company and the **Union** agree to phase into its **operations** the **new** classification "Line Operator" and to redefine Utility Operator **as** "Mixers" where appropriate. The new "Line Operator" definition is **specific** to the "Production Operations" only. The classification of "Utility Operator" **will** be maintained in the Distribution and **sanitation** departments, i.e. this agreement **will** have no impact on **incumbents** in these positions.

The new Line Operator position is defined **as** follows:

Line Operator:

A trained person who can consistently demonstrated the skill, ability and proficiency to efficiently operate any one or more "Line Operations" (e.g. Divider, Former, Baking, "make the necessary running adjustments and line set-up on a regularly scheduled basis).

All line operators will be required to accept assignments to any of the positions within the Line Operator Classification.

The rate of **pay** for this position of "Line Operator" will be **\$13.90/hr**

Implementation/Phase In:

The phase in of these classifications will be done in the following manner:

1. There **will** be Mixer and Line Operator positions at both the Viceroy and Rivermede plants.
2. Employees who **are** currently regularly employed (i.e. not acting) in the "Utility Operator" classification **performing** the **Mixing** function, will remain **unaffected** in their position(s). **Current** employees regularly employed **as** Utility Operators (i.e. not acting and not mixing), **will** be deemed to be **surplus as per** the foregoing, and **will** be given first consideration for the new Line Operator position(s). **These** employees will be offered the Line Operator position on a seniority basis provided, that they **demonstrate** the skill, ability and qualifications to **perform** the responsibilities in a proficient manner, **as** detailed in items # 5 and # 6 **below**.
- 3 The Company will **post** Line Operator vacancy(s) in accordance with Article 15.01 of the **collective** agreement. In filling any posted **vacancy** under **this** Article, the Company will consider the requirements and efficiency of operations **including**, but not limited to, the need to maintain a **sufficient number of** qualified employees on all **shifts**, and the **skill** ability and qualifications of the individual to perform the normal required work and, where in the

opinion of the Company these being relatively equal, seniority shall govern. If no acceptable applications are received, the Company reserves the right to transfer or hire.

4. Employees will be provided with an orientation period of up to three (3) days for the Mixer and Line operator positions, to demonstrate that they have the skill, ability and proficiency to perform their respective positions.
5. At the end of the orientation period the employee must demonstrate the abilities and proficiencies of the position through the successful completion of a practical skills test, which will be supervised by his/her shift Supervisor. The final evaluation will be the responsibility of the shift Supervisor who will consult, as required, with the Plant Manager, or his Designate, who has been involved throughout this period. Upon completion of this practical skills test, unsuccessful employees will be returned to the General Production Worker classification at the corresponding wage rate. The job posting will then be offered to the next senior applicant, who, in the opinion of the Company can meet the pre-requirement of the job.
6. Successful applicants for either the Mixer or Line operator position(s) will have a three-month trial period. Should an employee be unsuccessful in completing the trial period, they will be assigned to the General Production Worker classification at the corresponding wage rate. In assessing an employee's ability to meet the pre-requirements of the job, and/or performance the Company's decision will not be made in an arbitrary or discriminatory manner.
7. Line operators will be assigned to job positions within the Line Operator classification on a daily basis. If, due to production fluctuations, the number of full time regular line operators exceed the number of line operators required for:
 - a) a period less than 1 week the surplus employee(s) will be re-assigned to an alternate position and they will retain their line operator pay rate.
 - b) a period of more than 1 week but less than 6 weeks then the operator(s) will, taking seniority into consideration be assigned to any one of the remaining operator positions. To be assigned to an operator position the employee must have previously demonstrated the skill and ability to perform the job in a proficient manner within the last 12 months. The most junior operator(s) will be assigned to the GPW classification and receive the GPW rate of pay.
 - c) a period greater than 6 weeks then the operator position(s) will be deemed as redundant and a job elimination having taken place the affected employees will be treated in accordance with Article 16.

Signed this 19th day of February, 1999.

For the Union



For the Company



Ian MacPherson

February 15, 1999

LETTER OF UNDERSTANDING (Expiring January 18, 2004)

BETWEEN:

DOUGH DELIGHT

(hereinafter referred to as the Company)

-and-

BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS

INTERNATIONAL UNION, LOCAL 264

(hereinafter referred to as the union)

RE: Schedule "A" Rates of Pay

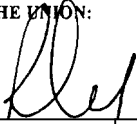
Maintenance Mechanic "C"	Non-licensed person performing duties of a mechanics helper.
Maintenance Mechanic "B"	Person with valid Industrial Maintenance Mechanic license
Maintenance Mechanic "A"	Person with valid Industrial Maintenance Mechanic license AND valid Refrigeration Certificate Class "B"

The Company will be utilizing these qualifications as criteria for hiring purposes following the date of ratification.

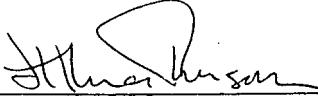
Any Maintenance Mechanics hired prior to February 17, 1999 that are being paid an hourly rate of pay not consistent with the above qualifications will be considered "Grandfathered in their current classification of Maintenance Mechanic "A", Maintenance Mechanic "B", Maintenance Mechanic "C". These "Grandfathered employees will be eligible to receive future incremental wage increases as set out within the Collective Agreement.

Any Industrial Maintenance Mechanic that holds a valid Refrigeration Certificate Class "B" will receive a premium at the rate of \$0.10 per hour.

FOR THE UNION:



FOR THE COMPANY:



February 18, 1999

LETTER OF UNDERSTANDING (Expiring January 18,2004)

BETWEEN:

DOUGH DELIGHT

(hereinafter referred to as the Company)

-and-

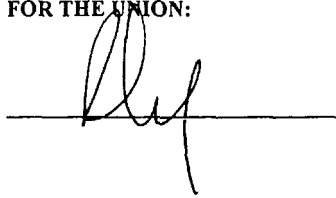
BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS

INTERNATIONAL UNION, LOCAL 264

(hereinafter **referred** to as the union)

The parties agree that within sixty (60) days following the ratification of the Collective Agreement, both the Company and the Union will hold a meeting, **to** discuss **issues** arising from employees on the Platina Line.

FOR THE UNION:



FOR THE COMPANY:



LETTER OF UNDERSTANDING

BETWEEN:

DOUGH DELIGHT

(hereinafter referred to as the Company)

-and-

BAKERY, CONFECTIONARY, TOBACCO WORKERS AND GRAIN MILLERS

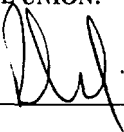
INTERNATIONAL UNION, LOCAL 264

(hereinafter referred to as the union)

This is to confirm that in making shift changes and assignments from one plant to another the Company will not choose employees in a manner that is arbitrary, discriminatory or in bad faith.

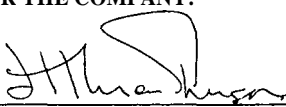
When the requirements and efficiency of operation are not adversely affected, including but not limited to, the need to maintain a sufficient number of qualified employees on all shifts in both plants, the Company will consider seniority in making shift changes and assignments from one plant to another.

FOR THE UNION:



A handwritten signature in black ink, appearing to be 'D. J.', written over a horizontal line.

FOR THE COMPANY:



A handwritten signature in black ink, appearing to be 'J. H. ...', written over a horizontal line.