

COLLECTIVE AGREEMENT

BETWEEN:

CANADA BREAD FROZEN BAKERY (RIVERMEDE/VICEROY)

(hereinafter referred to as the "Company")

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-AND-

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

(herein referred to as the "Union")

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THIS AGREEMENT made this 28th day of May, 2004.

BETWEEN:

CANADA BREAD FROZEN BAKERY (RIVERMEDE/VICEROY)

(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.

Should the company request further medical clarification, the company shall reimburse the employee to a maximum of \$30.

For the purposes of clarity, the company does not pay for medical forms required for disability insurance benefits or for an employee to return to work from a non-work related injury/illness/absence/personal circumstance. A Doctor's note will be accepted for illness. Injury/impairment will require the completion of an Attending Physician's report;

- (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.

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 discharge 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 Workplace Safety & Insurance Board Act, subject to Article I 1.04;
 - (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 EMPLOYEE'S 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.
- 11.07 This is to confirm that in making shift changes and assignments from one plant to another and in making in plant shift changes, 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.

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) years 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 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 of that necessitates health care, shall notify the Workplace Safety and Insurance Board in accordance with the requirements of the Workplace Safety and Insurance Act.

- 13.04 The Company shall contribute sixty (\$60.00) per employee per year towards the cost of Company approved safety shoes. Effective May 30, 2004, the Company shall contribute sixty-five (\$65.00). Effective January 19, 2006, the Company shall contribute seventy (\$70.00). Effective January 19, 2008, the Company shall contribute seventy-five (\$75.00).

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 May 30, 2004, the Company shall contribute one hundred and ten (\$110.00) 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.

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.
- 15.08 In the event a bargaining unit employee accepts a position of any kind outside of the bargaining unit, he will maintain his seniority and recall rights under the collective agreement as long as the assignment outside of the bargaining unit is six (6) months or less. If a bargaining unit employee remains in a position outside of the bargaining unit for greater than six (6) months, such employee will lose all seniority and recall rights under the collective agreement, and will no longer be a member of the bargaining unit or governed by the collective agreement. In such cases where a bargaining unit employee is working outside the bargaining unit for the purpose of providing temporary replacement such as for maternity, paternity, disability or a leave of absence, the above period of time may be extended to a maximum of twelve (12) months by mutual agreement between the company and union.
- 15.09 The parties agree that apprenticeship training can be a valuable source of high caliber trades people. Should there be a need to commence an apprenticeship program, this will occur in accordance with the Company's requirements and the guidelines set out by the Ontario Ministry of Education & Training.

As such, apprentices would be paid at the following rate:

Year 1 : 60% of the journeyman rate
Year 2: 70% of the journeyman rate
Year 3: 80% of the journeyman rate
Year 4: 90% of the journeyman rate

Following completion of the training period and achieving certification, an employee would then be paid at the full journeyman rate of pay.

The company and union will meet to discuss the company's requirements and selection criteria prior to implementation.

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 a) 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.
- b) In making interplant transfers to enable employees to avoid layoff, any such transfers of qualified employees will be made considering plant seniority and the current staff assignment. Where operationally feasible, the company will avoid altering the shift configuration of an employee subject to a temporary interplant transfer.
- 16.03 In the event the company serves notice of job elimination or layoff of greater than five (5) working days, employees will be allowed to exercise their seniority rights in order to secure job ownership by bumping on the shift of their choice provided they have sufficient seniority to do so and have the present skill, ability and qualification to perform the work required, subject to maintaining a balanced skill set on each shift.
- Employees who subsequently lose their position as a result of this process will be able to secure an alternate position using this procedure. However, this procedure will not apply once an employee has reached the level of General Production Worker.
- For a layoff of five (5) working days or less, the company will reassign employees to positions for which they have the present skill, ability and qualification in accordance with seniority.
- 16.04 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 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 Effective May 30, 2004, the company shall pay an employee five (5) days' pay at the employee's regular straight-time hourly rate for all regular time lost in the event of the death of an employee's spouse, or child. The Company shall pay employee up to four (4) days' pay in the event of the death of the employee's father, mother, brother, or sister. 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 traveling 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 OR WORK AND OVERTIME

21.01 The regular work week shall consist of forty (40) hours per week comprised of five (5), eight (8) hours 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, after one (1) year of seniority they will receive the guarantee as noted above.

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.

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.

Employees shall be at their respective job stations and ready to work at their scheduled starting time.

- (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 (1-½) 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 endeavor 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 endeavor to distribute overtime as equitably as practicable amount 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.

21.09 The parties agree that in the Maintenance Department, twelve (12) hour shifts most effectively meet operational requirements. As such, within ninety (90) days of the ratification, the Maintenance Department will commence this with the following conditions:

- a) configuration of the optimum twelve (12) hour shift rotation will be discussed and agreed to amongst the parties
- b) an additional ten (10) minute paid break during the second half of each scheduled shift
- c) shift premium shall be paid for the full night shift.
- d) vacations shall be taken in accordance with article 23, noting one (1) week of vacation entitlement is equal to five (5) days of vacation on an employee's shift schedule
- e) jury duty and bereavement leave days shall be taken in accordance with articles 20 and 19 respectively on the basis of a twelve (12) hour day

- f) statutory holidays and an employee's birthday shall be paid in accordance with article 24 on the basis of a twelve (12) hour day
- g) Saturday and Sunday premium shall be paid for all hours worked between 12:01 a.m. Saturday and 11:59 p.m. Sunday.
- h) Overtime shall be paid in accordance with article 21 for non-scheduled hours and provided an employee has worked regularly scheduled shifts.

ARTICLE 22

SHIFT PREMIUM

- 22.01 A shift premium of sixty cents (60c) 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.

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	*Christmas Eve
Good Friday	Labour Day	*Employee's Birthday
Victoria Day	Thanksgiving Day	
Canada Day	Christmas Day	
	Boxing Day	

(*Christmas Eve and Employee's Birthday are paid holidays and not statutory holidays)

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

An employee's birthday is to be taken on the actual birth date each year. Should the birth date fall on an employee's day off, this holiday shall be taken on the closest scheduled day to the birthday.

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.

26.03 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 percent (100%) of the premium cost of the existing benefit plans as follows. Employees 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, employees will be entitled to fifty percent (50%) of the full benefit coverage. After one (1) year of continuous service with the Company, employees will be entitled to one hundred percent (100%) benefit coverage as outlined below:

26.02 Major Medical Plan with an annual maximum per employee (and dependents) of \$10,000 for drugs and \$10,000 for miscellaneous services

26.03 Group Life Insurance and Accidental Death & Dismemberment Plan with a \$25,000 benefit entitlement.

- 26.04 Vision Care Plan at \$80 each 24 months. Effective May 30, 2004, \$100.00 each 24 months, effective January 19, 2006, \$125.00 each 24 months, effective January 19, 2008, \$150.00 each 24 months.
- 26.05 Dental Plan with an annual maximum per employee (and dependents) of \$1,000 and the 1998 ODA fee guide. Effective January 19, 2005, the 2000 ODA fee guide will be in effect. Effective January 19, 2007, the 2002 ODA fee guide will be in effect. Effective January 19, 2008, the 2004 ODA fee guide will be in effect.
- 26.06 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.
- 26.07 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.
- 26.08 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.
- 26.09 The Company will implement a weekly indemnity plan (1-5-15) at two-thirds (2/3) of weekly wages to UIC maximum.
- 26.10 As a condition of employment, all newly hired trades employees will be required to have an appropriate set of trades tools as specified by the company. After one (1) year of continuous service, active trades employees will receive a \$250 annual tool allowance credit. This credit will be reduced over the course of each year upon submission of receipts and may not be carried over to the following year. Tools within a trades possession at the time of ratification will be grand-fathered to ensure all trades employees are provided with an appropriate set of tools to operate efficiently. It is the responsibility of each such employee to maintain his tools. Should any tools be misplaced, damaged or stolen, it shall be the employee's responsibility to replace them.
- 26.11 Employees who are absent from work because of injury for which they are in receipt of Workplace Safety and Insurance benefits shall have 100% of the premium cost of the benefits set out in Article 26.01 to 26.04 paid by the Company for the first twelve (12) months of the absence.
- 26.12 The company will continue its present practice of supplying clean uniforms to employees.
- 26.13 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 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 twelve (12) month rate of pay of the higher classification for the duration of the temporary transfer.

ARTICLE 28

TERM OF AGREEMENT

28.01 This Agreement shall commence on the 19th day of January, 2004 and end on the 18th day of January, 2009, 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.

Signed this _____ day of _____ 2004 in Toronto, Ontario.

For the Company

Norm Sabapathy
Director, Human Resources

Liz Colella
Human Resources Consultant

Ernie Karry
Operations Manager, Viceroy

Mike Caissie
Production Manager, Rivermede

Kent Flesch
Maintenance Manager, Rivermede

For the Union

Ron Piercey
Business Manager

Tim Rock
Business Agent

Errol Stephenson
Committee Member

Jim Babcock
Committee Member

Sylvia Mastromartino
Committee Member

Peter Costantino
Committee Member

Jeff Collins
Committee Member

Howard Clarke
Committee Member

Rivermede/Viceroy Wage Schedule "A"

SCHEDULE "A"

RATES OF PAY

Classification		Eff. Jan. 19/04	Eff. Jan. 19/05	Eff. Jan. 19/06	Eff. Jan. 19/07	Eff. Jan. 19/08
General Production Worker	Start Rate	\$12.75	\$12.90	\$13.25	\$13.60	\$13.95
	6 month rate	\$13.05	\$13.40	\$13.75	\$14.10	\$14.45
	12 month rate	\$15.00	\$15.35	\$15.70	\$16.05	\$16.40
Sanitation	Start Rate	\$12.70	\$13.05	\$13.40	\$13.75	\$14.10
	6 month rate	\$13.20	\$13.55	\$13.90	\$14.25	\$14.60
	12 month rate	\$15.15	\$15.50	\$15.85	\$16.20	\$16.55
Line Operator	Start Rate	\$14.05	\$14.40	\$14.75	\$15.10	\$15.45
	6 month rate					
	12 month rate	\$15.50	\$15.85	\$16.20	\$16.55	\$16.90
Utility Operator	Start Rate	\$14.10	\$14.45	\$14.80	\$15.15	\$15.50
	6 month rate	\$14.60	\$14.95	\$15.30	\$15.65	\$16.00
	12 month rate	\$16.55	\$16.90	\$17.25	\$17.60	\$17.95
Mixer	Start Rate	\$14.10	\$14.45	\$14.80	\$15.15	\$15.50
	6 month rate	\$14.60	\$14.95	\$15.30	\$15.65	\$16.00
	12 month rate	\$16.55	\$16.90	\$17.25	\$17.60	\$17.95
Production Leadhand	Start Rate	\$15.1	\$15.45	\$15.80	\$16.1	\$16.50
	6 month rate	\$15.60	\$15.95	\$16.30	\$16.65	\$17.00
	12 month rate	\$17.55	\$17.90	\$18.25	\$18.60	\$18.95
Maintenance Helper	Start Rate	\$16.85	\$17.20	\$17.55	\$17.90	\$18.25
	6 month rate	\$17.35	\$17.70	\$18.05	\$18.40	\$18.75
	12 month rate	\$19.30	\$19.65	\$20.00	\$20.35	\$20.70
Maintenance Mechanic "B" (holds valid license)	Start Rate	\$18.30	\$18.65	\$19.00	\$19.35	\$19.70
	6 month rate	\$18.80	\$19.15	\$19.50	\$19.85	\$20.20
	12 month rate	\$20.75	\$21.10	\$21.45	\$21.80	\$22.15
Maintenance Mechanic "A" (holds valid license and valid Refrigeration Certificate Class "B")	Start Rate	\$19.85	\$20.20	\$20.55	\$20.90	\$21.25
	6 month rate	\$20.35	\$20.70	\$21.05	\$21.40	\$21.75
	12 month rate	\$22.30	\$22.65	\$23.00	\$23.35	\$23.70

Maintenance Mechanic/Electrician (holds valid Maintenance Mechanic and Electrician certification)	Start Rate	\$23.55	\$23.90	\$24.25	\$24.60	\$24.95
	6 month rate	\$24.15	\$24.50	\$24.85	\$25.20	\$25.55
	12 month rate	\$24.70	\$25.05	\$25.40	\$25.75	\$26.10
Electrical Mechanical Technician (holds valid Mechanical, Electrical, and PLC certification)	Start Rate	\$23.50	\$23.85	\$24.20	\$24.55	\$24.90
	6 month rate	\$25.00	\$25.35	\$25.70	\$26.05	\$26.40
	12 month rate	\$27.35	\$27.70	\$28.05	\$28.40	\$28.75
Maintenance Lead Hand	Start Rate	\$20.85	\$21.20	\$21.55	\$21.90	\$22.25
	6 month rate	\$21.35	\$21.70	\$22.05	\$22.40	\$22.75
	12 month rate	\$23.30	\$23.65	\$24.00	\$24.35	\$24.70
Maintenance Electrician	Start Rate	\$21.40	\$21.75	\$22.10	\$22.45	\$22.80
	6 month rate	\$21.90	\$22.25	\$22.60	\$22.95	\$23.30
	12 month rate	\$23.85	\$24.20	\$24.55	\$24.90	\$25.25
Forklift Operator	Start Rate	\$14.80	\$15.15	\$15.50	\$15.85	\$16.20
	6 month rate	\$15.30	\$15.65	\$16.00	\$16.35	\$16.70
	12 month rate	\$17.25	\$17.60	\$17.95	\$18.30	\$18.65
Forklift Leadhand	Start Rate	\$15.80	\$16.15	\$16.50	\$16.85	\$17.20
	6 month rate	\$16.30	\$16.65	\$17.00	\$17.35	\$17.70
	12 month rate	\$18.25	\$18.60	\$18.95	\$19.30	\$19.65

*

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.

Any Industrial Maintenance Mechanic who holds a valid Refrigeration Certificate Class "B" will receive a premium at the rate of \$.50 per hour.

The following employees are acknowledged as grandfathered in their current classification as per a previous agreement between the Company and the Union:

Richard McConnell

Jeff Collins

Jim Tatarynowicz

Letter of Understanding

BETWEEN:

CANADA BREAD FROZEN BAKERY

(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 continue Labour Management Committee meetings to discuss areas of mutual concern (not grievances). The Committee shall meet not less than quarterly.

FOR THE UNION:

FOR THE COMPANY:

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