

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMERCIAL BAKERIES CORP.  
TORONTO, ONTARIO**

**and**

**UNIFOR AND ITS LOCAL 6006  
TORONTO, ONTARIO**

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## **ARTICLE 1- PURPOSE**

1.01

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, wages and hours for all employees who are subject to its provisions.

Both the Company and the Union agree that in exercising their respective rights outlined in this collective agreement will be done so in a fair, reasonable and courteous manner and shall always be done in good faith and consistent with terms contained in this agreement.

## **ARTICLE 2- SCOPE**

2.01

The Company recognizes the Union as the sole collective bargaining agent for all its employees in a radius of up to 80 miles of Metropolitan Toronto, save and except:

- I. Clerical and Office Staff
- II. Security guards**
- III. Supervisors
- IV. Laboratory Staff
- V. Persons above rank of Supervisor

2.02

Foremen and supervisors shall not perform work normally done by bargaining unit employees, providing the performance of such work;

- Is due to emergencies beyond the control of the Company
- Is required for training or instruction
- Is required to conduct research and development
- Is required to ensure the safety or well-being of the employees, merchandise and equipment
- Is required for the performance of the regular supervisory duties, and
- For restroom relief

## **ARTICLE 3 - RELATIONSHIP**

3.01

There will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives, with respect to any employee because of his/her membership in the Union.

3.02

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 employer without the permission of the employer.

3.03

Neither the Company nor the Union shall discriminate against any employee; as such discrimination is defined in the Ontario Human Rights Code, the Canadian Charter of Rights, and The Canadian Personal Protection and Electronic Documents Act.

3.04

Subject to availability, the parties will meet once every quarter to discuss any operational and union issues through a labour/management meeting. This may be attended by the Unit Chair, the local president, and one other union representative and an equal amount of representatives on behalf of the Employer.

#### **ARTICLE 4 - RESERVATION OF MANagements RIGHTS**

4.01

Except as to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights shall include:

(a)

The exclusive right to maintain order, discipline, and to effect maximum efficiency; to make, alter, enforce, from time to time, reasonable rules and regulations, policies and practices to be obeyed by the employees; to discipline and discharge employees for proper cause. It is agreed that the Company has the exclusive right to consult with its employees and to request corrective action from employees without resorting to the discipline process, and the Union agrees that this consultation shall not be subject to the grievance process.

(b)

The exclusive right to hire employees and the exclusive right to retire same, or, if an employee is no longer physically fit to perform regular functions and no alternative employment is available, and to control the work force, to select employees for promotion, to transfer, to assign, to demote, to lay off, to recall, to suspend employees, to plan, to direct and to control all operational procedures, to select and retain employees for positions excluded from the bargaining unit and also transfer employees into the bargaining unit.

(c)

The right to determine the location and extent of its operations and their commencements, expansion, curtailment or discontinuance; the direction of working forces, the products to be processed; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quality standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Company at any time, and how many shall work or operate on any job, operate machines or production lines; the administration of the Company's pay systems; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked; starting and quitting times. And generally the right to manage the enterprise and its businesses without interference, are solely and exclusively the right of the Company.

(d)

The Union acknowledges that the Company's business is subject to, and the Company must respond to, volatile fluctuations in volume, and consequently requires the supply of temporary labour from other sources, other than the Company's own unionized forces. The Company has the exclusive right to procure such labour, from time to time, as required, on the proviso that all available full time employees are working and, that all available part-time employees have been offered the said work. Both parties agree that part-time employees are preferable to the use of temporary employees. The Company will use reasonable efforts to hire part-time employees when needed.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

5.01

The Company agrees that it will not cause or direct any lockout of its employees while this Agreement is in place.

5.02

The Union undertakes and agrees that while this Agreement is in operation, neither the Union or any employee, shall take part in, or call, or encourage any strike, picketing, sit-down, slowdown or any suspension or stoppage of, or interference with, work or production which shall in any way effect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts.

5.03

Any employee who participates in any of the foregoing conduct shall be subject to discipline at the exclusive discretion of the Company.

5.04

Employee Benefits

The Company has no obligation to make contributions to authorized employee's trust insurance funds, in respect to any employee, while said employee is on strike, and shall be entitled to reimbursement for any and all contributions covering the benefits for the period and duration of the strike.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**

6.01

The parties hereto agree to a check-off compulsory upon all employees who come within the unit to which this Agreement applies. Such check-off shall commence as of the date of execution of this Agreement. The amount to be deducted shall include the initiation fee and shall be such sum as may be from time to time certified by the Union in writing as having been assessed by the Union on its members according its local union by-laws for general union purposes. As the Company's pay period is 26 bi-weekly payments per year, all regular monthly dues will be deducted by calculating 12 times the monthly dues divided by 26.

It is agreed the Union dues deducted by the Company shall be remitted to the local union office no later than the 15th day of the month following the month in which the deductions were made.

The Company shall also forward by consistent electronic format a list of all members indicating the initiation fees and dues so deducted.

Full Time:

The initiation fee shall be deducted from the first full pay after date of hire; therein after the regular dues will be deducted as per Article 6.01 described above.

Part Time:

Initiation fees shall be deducted from the first pay and regular union dues will be deducted each subsequent pay as per Article 6.01 described above.

6.02

When new employees are required and hired by the Company, they shall become and remain members in good standing of the Union as a condition of employment when the employee has completed his/her probationary period. The Unit Chair shall be given a list of all new employees with their names and date of hire, within two weeks of the date the employee completes his/her probationary period.

## **ARTICLE 7 - UNION COMMITTEES & STEWARDS**

### 7.01

The Company acknowledges the right of the Union to appoint or otherwise select committees of employees and stewards. It will be the duty of these committees to deal with the Company in negotiation of modifications to this Agreement or its administration, and to present to the Company such grievances as may be processed beyond the first step of the Grievance Procedure. The Union must advise the Company within 30 days of any change, in writing, of the composition of the grievance committee **and stewards**, and to further advise the Company of any additions or deletions to said committee as occurs. **Additionally, the Union acknowledges that it will hold steward elections in its ordinary course and will endeavour to ensure that there will be a steward on each shift. In cases where the Company needs to issue discipline to an employee when there is no steward on the shift, the Union will ensure there is a designated employee who will be present for all discipline meetings. The Union will advise the Company of the name of the individual.**

### 7.02

The Union shall have the right to appoint or otherwise select a reasonable number of stewards from among the employees. It shall be the duty of the stewards to assist employees in presenting grievances to supervisors where such assistance is requested. The Union must advise the Company within 30 days of any change, in writing, of the composition of the steward's list, and to further advise the Company of any additions or deletions to said list.

### 7.03

The Company will not be required to meet a total of more than five (5) committee representatives and/or stewards at any one time in addition to any one full-time representative (business agents, etc) that may be called in to assist the committee.

### 7.04

No employee shall be eligible to act as a steward or to act on the Union Committee until after he/she has completed the probationary period of employment.

### 7.05

Employees of the Company who are appointed or otherwise selected to act as members of the union committee or as stewards, have regular duties to perform. Such employees will not leave their work for the purpose of conducting any business on behalf of the Union, which includes the solicitation of, or receiving complaints or grievance without receiving permission from their immediate supervisor. Such permission will not be unreasonably withheld. In consideration of stewards and union committee members observing the terms of this section, they will only be paid for time spent in meetings with the Company at regular rates, and overtime rates shall not apply.

At no time will committee members be paid by the Company to negotiate contract modifications. A grievance meeting held to discuss the grievance of an employee working on afternoon or nights,



where possible will be scheduled just before or just after the employee's shift, if it is not possible to hold the meeting during the employee's shift.

7.06

The Company shall not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

### **ARTICLE 8 - EMPLOYEE GRIEVANCE PROCEDURE**

The Company and the Union must act in a fair, equitable and just manner with regard to the applications of the Collective Agreement.

**At all times during the grievance procedure, the employee who the grievance has been filed on behalf of may be present for all meetings described below.**

#### 8.01 Step I

To be taken within five (5) working days from the time the employee knew or became aware of the alleged incident.

An employee who has a complaint must first take the matter up orally or in writing with his or her immediate supervisor or manager. The employee, if he/she wishes, may be accompanied by his/her steward, or may request the steward to present his/her complaint, or grievance to the departmental supervisor orally. The departmental supervisor will give a written reply to the complaint within five (5) working days after its presentation. No further action will be accepted by the Company if the above step is not taken. The supervisor may ask for the presence of the shift manager or the duty shift manager or the general operations manager or his/her designate.

**The timelines may be extended based on the mutual agreement of the Parties.**

#### 8.02 Step II

- (a) Should the written reply issued to the employee not settle the matter then within ten (10) working days of the conclusion of Step 1.
- (b) A grievance in writing must be submitted to the operations manager or his designate and must be signed off by the Unit Chair. The operations manager will meet with the grievor and the steward and will reply to the written grievance within ten (10) working days in writing.

#### 8.03 Step III

If the reply of the operations manager, or his designate, is not satisfactory to the employee, the Grievance Committee may, within ten (10) working days after receipt of the said reply, refer the grievance to the President, or his designate. Within a further ten (10) working days, the President, or his designate, will meet with the Grievance Committee, or representative, to discuss the grievance. At this step, a full-time representative of the Union (business agent, etc.) may be present

if his/her presence is requested by either party. The President, or his designate, will give a written reply to the grievance within ten (10) working days after they have met with the committee.

#### 8.04 Step IV

If the procedure, as outlined above, does not result in a satisfactory settlement of the grievance, either party may, within fifteen (15) working days after the date of the President's or his designee's reply, refer the grievance to Arbitration.

If within that time period, no notice is given to an arbitrator, then the grievance will be deemed to have been abandoned.

#### 8.05

The grievance committee as selected by the Union shall consist of not more three (3) members in addition to the grievor.

#### 8.06

Any of the time allowances provided in this Article may be extended by mutual agreement, in written form.

### **ARTICLE 9 - ARBITRATION**

#### 9.01

Any arbitration proceedings shall be in accordance with the Labor Relations Act of the Province of Ontario and regulations thereunder.

#### 9.02

The party requesting that the matter be submitted to arbitration shall make such request in writing addressed to the other party to this Agreement, and at the same time provide a list of three (3) names of arbitrators. Within five (5) calendar days thereafter, the other party shall either select one arbitrator from the list provided or provide a list of three (3) arbitrators for the requesting party to consider.

#### 9.03

In the event the two parties cannot agree on a single arbitrator, the requesting party may apply to the Ministry of Labour for the Province of Ontario for the appointment of a single arbitrator.

#### 9.04

The decision of the arbitrator will be final and binding upon the parties hereto and the employees.

The arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not proper subject to grievance under the Collective Agreement, nor give any decision

inconsistent with the terms and provisions of the Collective Agreement. Such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

9.05

The parties will equally share the fees and expense of the arbitrator.

9.06

The arbitrator shall have the authority to order a medical examination by a health practitioner, in the circumstances where the mental or physical health of an employee is at issue.

#### **ARTICLE 10 - MANAGEMENT OR UNION GRIEVANCES**

10.01

The Union or Management may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance shall commence within ten (10) days of the alleged violation. Such a grievance shall commence at the third level of the grievance procedure, and be submitted by the Union unit chairperson or the President of the Company, or his designate.

10.02

A full-time union representative may be present at any meeting held under the provisions of this Article if his/her presence is requested by either party.

#### **ARTICLE 11 - SUSPENSION & DISCHARGE CASES**

11.01

All employees will have union representation present during any meeting with the Company, if the discussion is likely to result in discipline.

11.02

A claim by a suspended or discharged seniority employee that the suspension or discharge from employment is unjust, shall be considered a grievance and subject to the provisions of the grievance procedure, providing such grievance is lodged at the stage as referred to in Article 8.03.

11.03

Such special grievances may be settled by confirming the Company's action in suspending or dismissing the employee, or by reinstating the employee without loss of seniority with full compensation of time lost, or by any other arrangement which is mutually considered just and equitable by the parties hereto.

11.04

Failing satisfactory settlement, the matter may be submitted to arbitration, in accordance with Article 8.04. In such cases, the Arbitrator shall have the authority to confirm, revoke or modify the suspension or discharge so that, in the opinion of the Arbitrator, the result shall be just and equitable.

11.05

In the event of a termination or suspension, the Union will be supplied with the reasons for the Company's action in writing.

11.06

The Union's chairperson shall be provided with a copy of any disciplinary actions taken in respect to any employee.

11.07

Letters of reprimand will be removed from the employees' file after twenty-four (24) months of active employment from the date of issuance of the most recent disciplinary letter.

## **ARTICLE 12 - SENIORITY FULL-TIME**

For Full Time employees, seniority is based upon the length of continuous full-time employment with the Employer since the last date of hire but adjusted to recognize any unpaid leaves of absences that are not statutorily protected or an approved union leave contained in the Collective Agreement. **Although no guarantee of hours, Full-time employees are defined as those employees who are regularly scheduled to work 40 hours for first shift, or 37.5 for the second shift, and 35 hours for the third shift.**

12.01

- (a) Probationary employees are those employees who have less than 75 working days of service.
- (b) Probationary employees shall have no seniority rights during the probationary period. However, after ratification, the Parties agree that once an employee successfully passes the probationary period, his/her seniority will be backdated to the original date of hire. The Parties agree that benefit coverage will not be retroactive to date of hire. The Company shall inform the Union Chairperson within two (2) weeks that a probationary employee has successfully completed his/her probationary period and has been hired.

12.02

- (a) A part-time employee is defined as an employee who is employed for a period of 24 hours or less per week.

- (b) A part-time employee will attain seniority status, on the part-time seniority list, only after having worked 432 hours or more. Once part-time seniority status has been achieved, it may only be lost under conditions set out in Article 12.08.
- (c) Part-time employees shall not be used while full-time employees are available because of lay-off, and such full-time employees are able and willing to perform the work required. Part-time employees shall not be used to prevent the hiring of full-time employees, and are to be used to cover employee absenteeism, volume fluctuation for an exceptional period, to cover vacation periods; and it shall be understood that part-time employees employed during the peak vacation period (i.e., June to November) of each year, may work in excess of 24 hours per week at the appropriate rate of pay as per Article 6.01 (d). The Employer must deduct union dues and initiation fees from all part time employees.
- (d) While part-time employees are covered under this Agreement, they shall:
  - I. Not be eligible for group company benefits
  - II. Receive holiday and vacation pay based on the Employment Standard Act
  - III. Receive first consideration for full-time positions prior to the Company considering applicants from outside of the bargaining unit.

#### 12.03

- (a) A separate seniority list of full-time and part-time employees shall be maintained by the Company; and such list shall show the seniority date, rate of pay and shift of each employee. Such list shall be posted in January and July of each year with a copy sent to the union office. The list shall also be updated every quarter throughout the year.
- (b) Seniority will accumulate only on the list in which the employee is actually working (i.e., part-time or full-time). Part-time seniority will not be carried over to the full-time list.

#### 12.04

In cases of promotion, demotion, or permanent transfer of hourly rated employees, or temporary change of shift, the ability to be able to do the job in a competent manner shall be considered by the Company and where these things are equal, seniority will govern.

#### 12.05

Where it is necessary to reduce the working force of employees, seniority will govern so long as it does not prevent the Company from maintaining a working force of employees who are willing, and, at the time, are qualified to do the available work in a competent manner. An employee bumped into a junior, lower paid classification shall be paid the rate of the work performed. An employee may accept a lay-off rather than bumped to another shift.

## 12.06

Employees will be given a minimum of 24 hours advance notice whenever possible, in case of lay-off, but in no case later than the end of the preceding shift.

In the event of a plant wide lay-off of one (1.) week or less, all employees will be laid off for the same number of hours regardless of which day their work week begins.

Foremen and supervisors may perform work not in excess of four (4) hours per day during any lay-off. Work required in excess of four (4) hours per day during lay-off will be performed by employees who will be recalled by seniority and classification to perform that work and paid for hours worked.

In the event of a lay-off of less than five (5) days for regular shifts or four (4) days for weekend shifts then the lay-off and recall procedure will be applied by seniority within the classification.

### 12.06.1

- (a) a) After a work force lay-off, employees shall be recalled in inverse order to that in which they were laid off; providing such recall will not prevent the Company from maintaining a working force of employees who are willing, and at the time, are qualified and able to do the available work in a competent manner.
- (b) Laid-off employees shall continue to receive full benefits while on lay-off, but limited to a maximum of two (2) calendar months, and shall assume liability for all deductions applicable, which will be deducted from the first pay upon return to work.

## 12.07 Seniority Status

Once acquired will be lost only for the following reasons:

- (a) Written or verbal voluntary resignation;
- (b) Discharged and not reversed through the grievance procedure;
- (c) Lay-off in excess of six (6) months;
- (d) That pursuant to a recall after a lay-off, failure to return to work within three (3) working days, after being requested to so do, without providing the Company in written form, and provable evidence to justify the failure to return to work. Notice to return to work will be made by telephone or telephone-answering device, to the last filed number, and it is the employee's responsibility to ensure that valid number is always on file;
- (e) Unauthorized absence from work for three (3) consecutive working days without notifying the Company. The Company may request a valid reason for the absence and proof thereof.

12.08

An employee transferred to a position outside the Collective Agreement shall return and accumulate seniority while in that position, if transferred back into the bargaining unit. However, seniority shall not accumulate beyond seven-five (75) working days from the date of transfer.

12.09

An employee shall lose his/her seniority or have his/her employment deemed terminated, if the employee does not perform any type of work for the Company, for any other reason and the period is a six (6) month continuous period, unless contrary to the Ontario Human Rights Code.

### **ARTICLE 13 - ACCOMMODATIONS**

13.01

(a) The Company and the Union agree that reasonable accommodation for employees will be in accordance with the appropriate legislation governing these matters. **The Parties recognize that it is a joint responsibility to participate in the accommodation process which may require an employee to provide updated medical information and/or participate in an independent medical examination as part of the return to work process.**

(b) Provided with WSIB, claimant employees have followed and co-operated with the Company's return to work program, the Company will use its best efforts to help employees on WSIB claims retain their jobs so long as it is without causing undue hardship to the Company.

### **ARTICLE 14 - LEAVE OF ABSENCE (NON-PAID)**

14.01

The Company may grant non-paid leave of absence to any employee for personal reasons. During such leaves of absence, if granted in writing, seniority shall continue to accumulate, not to exceed sixty (60) calendar days. It will be a requirement for the employee to prepay all applicable insurance premiums etc., as a condition of the leave of absence.

Should an employee be granted a leave of absence pursuant to Article 14 in excess of five (5) consecutive work days, the employee agrees that all accrued vacation time will be included in the Leave of Absence.

**Should it be proven that an employee is using a leave of absence for a purpose other than the one provided to the Employer at the time the leave was requested the Employee will be subject to discipline.**

14.02 LEAVE FOR UNION BUSINESS

Delegation for union business for the purpose of attending union conventions, or meetings, shall be granted by the Company as a leave of absence, subject to written request, proving that a

minimum of one weeks notice to the company is given, which request will not be unreasonably withheld.

14.03

A refusal by the Company to grant a leave of absence shall not be the subject of a grievance.

#### **ARTICLE 15 - NOTICE BOARDS**

15.01

The Company will provide a notice board which remains for the exclusive use of the Company, and will post thereon a seniority list, instructions and other matters of interest for the guidance of employees.

15.02

The Company agrees to permit posting of any notices of union meetings or functions or relevant information on a bulletin board, conspicuously placed and provided for that purpose, provided the notice is sent from Unifor's head office and is sent beforehand via email to the General Manager or his designate. Such correspondence will not be unreasonably withheld from being posted.

#### **ARTICLE 16 - POSTINGS OF JOB VACANCIES**

16.01

The Company is obligated to publish job posting in the Company's bulletin board throughout the plant. This posting shall be to fill vacant positions on any shift, save and except lead hands or any vacancy caused by vacations, sickness, accidents on or off the job, temporary increase in the work force not expected to last beyond seventy-five (75) working days, nor for vacancies caused by maternity or paternity leaves, or by authorized leaves of absence.

The job posting shall be made for a period of five (5) working days. During that period employees on the seniority list may apply for the vacant positions, in writing, for consideration to be transferred to the advertised vacant position on the provided posting sheet.

The positions shall be allocated as stated in Article 12.04. The posting shall include, the shift, wage rate and job description.

16.02

An employee promoted, or transferred to another job classification in order to fill a vacancy, retains his/her position in the job from which he/she has been transferred, for a period of seventy-five (75) working days worked and shall be paid the rate of the new classification, and shall receive the appropriate instruction and training.

During this period the employee shall be returned to his/her former job if:



- The supervisor of the department concludes that he/she cannot do the work satisfactorily, in which case the steward shall be advised prior to the employee being returned to the former job.

16.03

An employee with greater seniority than the employee awarded the job posting will be given a specific explanation in writing as to why he/she was not given the job vacancy.

16.04

Any employee who has bid for and was awarded the position that was the subject of his/her bid will not be eligible to bid on any other position for twelve (12) months from the awarding of the initial position.

16.05

After having won the bid on the position offered, then the employee will have a grace period of two (2) calendar weeks to reject the posting and return to the previously held position.

**ARTICLE 17 - SAFETY**

17.01

Both the Company and the Union desire to maintain high standards of cleanliness and working safety. To this end, the Safety Committee shall meet in compliance with the Occupational Health & Safety Act of Ontario. The Union can appoint from their members of up to four (4) employees with reasonable representation from different departments and shifts.

**ARTICLE 18 - GUARANTEE OF PAY**

18.01

- (a) Each full-time employee who has completed one year of continuous employment will receive minimum weekly pay of no less than the equivalent of 40 hours for first shift, or 37.5 for the second shift, and 35 hours for the third shift provided that:
1. he/she reports for work for each scheduled working hour assigned by the Company, and
  2. he/she performs whatever work is available and assigned to him/her by the Company.
- (b) The terms of this section will not apply where the Company at its discretion, declares that it is prevented from providing work to any employee or group of employees because of fire, flood, explosion, strike, acts of God, power failure, breakdown of machinery, or shortage of work, or any other circumstances beyond the control of the Company.

- (c) In the event of a lay-off due to shortage of work or any reason as per item (b) of this clause, then the Company may at its discretion, if at all practicable or possible, implement such lay-offs for a full week or as required.

## **ARTICLE 19 - WORK WEEK**

### 19.01

The days of work, daily hours, starting and quitting times, and the time of lunch periods will be determined exclusively by the Company in accordance with production requirements. Employees will be notified with as much possible advance notice of change to be made to the starting times of their shifts.

Note: Packing Department shifts shall commence at 7:00 a.m. or 7:30 a.m. or 8:00 a.m. as required Monday to Friday. Bakeshop, Shipping Departments regular shifts are Monday to Friday.

- (a) Seniority employees may bid for a convenient shift under Article 16.01. The Union acknowledges that in order to provide a maximum production, multiple starting times are a requirement.
- (b) Week-end Preventative Maintenance/Week-end Sanitation, when required. Workers hours of work shall be any consecutive four (4) days per calendar week containing either a Saturday or Sunday or both, in those four (4) days consisting of ten (10) hours per shift. Any time over ten (10) hours per day or 40 hours per four (4) days worked will be paid at time and one half. If required to work fifth (5) day in a calendar week, overtime will be paid at time and one half. If required to work a sixth (6) day in a calendar week, overtime will be paid at two times the regular rate.

## **ARTICLE 20 - LUNCH PERIODS**

### 20.01

Employees will be allowed a meal break of one-half (1/2) hour at variable times according to production requirements. The period shall be allotted as nearly as possible to the mid-point of the shift, as defined, and in compliance with Employment Standards Act.

## **ARTICLE 21 - REST PERIODS**

### 21.01

Rest periods of fifteen (15) minutes duration will be allowed as close to the middle of the shift as possible in the morning and afternoon. The time of rest periods for each employee will be arranged by the foreman or forelady in charge. An additional fifteen (15) minutes paid rest period shall be granted in accordance with production schedules to those employees who have worked two (2) hours of overtime and after every two (2) hours of overtime worked thereafter.

Note: With reference to the provisions in paragraphs (3) and (4) above, there shall be a minimum of one and-one-half (1.5) hours between:

- (a) The start of a shift and the first rest period
- (b) The first rest period and lunch break
- (c) Lunch break and the second rest period

## **ARTICLE 22 - OVERTIME**

Employees may be requested to work overtime in two types of situations to meet production requirements defined as:

- 22.01 (a) Time in excess of the regular work day to finish off production requirements and/or to cover lateness or sickness on incoming shift workers;
- (b) Work-requirement for Saturdays and Sundays (if 6<sup>th</sup> or 7<sup>th</sup> day of work).

### 22.02 Overtime Type (a)

(Not subject to seniority assignment)

Is to be offered to the employee performing the actual work that is to be finished. If that is not possible, then the required overtime will be offered to amongst those employees who normally perform the work. If insufficient volunteers who normally perform the work are found, then the overtime will be offered by seniority to those employees who are capable of performing the work.

### 22.03 Overtime Type (b)

The Company may staff the needed work first with part-time employees at regular rates unless the hours of those employees exceeds forty (40) hours in the week and then next with short hour employees at regular rates if available and then with temporary workers.

### 22.04

Should it then be absolutely necessary that the need for extra shifts of overtime is required, and Company may resort to penalty payments (overtime) to the regular staff, then, such work will be offered to the most available competent, senior employees, who normally performs the work required.

### 22.05

- (a) Overtime shall be voluntary and paid on a daily basis, at one and one-half (1.5) times the employee's regular rate, in excess of 8 hours per day (except those shifts that regularly work in excess of 8 hours per day, i.e., maintenance, etc.)
- (b) Week-end work shall be voluntary and be paid on the basis of one and one half (1.5) times the employee's regular rate for all work performed on Saturday. Overtime at two (2) times the employee's rate shall be paid for all work on a Sunday.

The premium rates stated above shall not apply to those employees covered herein under Schedule 2 Article 2.0 (b), and employees who have not worked their scheduled hours Monday to Friday.

## **ARTICLE 23 - PAYMENT FOR HOLIDAYS**

23.01

Regardless of the day on which they fall (or observed), the Company will pay full-time employees, for each of the following eleven (11) holidays annually, save and except should there exist a strike status as per 5.04 (a) (b).

### **Holidays**

**Canada Day**

**Civic Day**

**Labor Day**

**Thanksgiving Day**

**Christmas Day**

**Boxing Day**

**New Year's**

**Good Friday**

**Easter Monday**

**Victoria Day**

**Floating Day (to be declared)**

23.02

The full-time employee and part-time employee have been in the employ of the Company as per the Employment Standards Act of Ontario.

23.03

The employee must work for a full shift on his/her scheduled working day prior to and following the holiday. An employee absent on a qualifying day due to illness may still qualify for holiday pay provided that he/she provides the Company with a certificate from a duly qualified medical practitioner, indicating that the employee was not physically fit to attend work on such qualifying day and provided that such certificate continuing the reasons thereof, is filed with the Company within two (2) working days of the employee's return to work in writing, in English.

23.04

Employees who are absent from work by reason of written leave of absence, or absence from work because of accident compensable under W.S.I.B. and Weekly Indemnity Benefits shall not receive pay for any holidays occurring during such absences.

23.05

If a holiday falls during an employee's vacation, the employee shall either be paid for the holiday, or be given another day off within thirty (30) days of work following the vacation, at the employee's discretion.

#### **ARTICLE 24 - PAYMENT FOR WORK PERFORMED ON HOLIDAYS**

24.01

Subject to the provisions of Article 23, employees who are requested to work, any or all of the eleven (11) holidays mentioned in the above section, shall receive, in addition to payment for the holiday above provided, pay for the actual number of hours worked by them at the rate of double (2) times their regular rate of pay.

When calculating holiday pay recognized by the Collective Agreement, eligible employees who have completed their probationary period shall be paid on a straight time basis at the following hours per shift:

First Shift: Eight (8) hours

Second Shift: Seven point five (7.5) hours

Save and except employees who have consistently worked eight (8) hours on this shift for twenty (20) days prior to the holiday in which case those employees shall be paid on an eight (8) hour straight time basis for the holiday.

Third Shift: Seven (7) hours

Save and except employees who have consistently worked seven point five (7.5) hours on this shift for a period of twenty (20) days prior to the holiday in which case those employees shall be paid on a seven point five (7.5) basis for the holiday.

Week-end Shift: Ten (10) hours

Probationary and part-time employees shall receive one twentieth (1/20) of their straight time wages in the immediate twenty (20) working days prior to each holiday, and in accordance with the Employment Standards Act.

The definition of a "working day" shall exclude a holiday or any day during a lay-off.

#### **ARTICLE 25 - JURY DUTY PAY OR CROWN WITNESS**

25.01

The Company will compensate employees who are called for jury duty, crown witness or subpoenaed witness for any difference between their regular earnings and jury duty, crown or subpoenaed witness pay, provided they turn in their jury, crown or subpoenaed witness pay to the Company as evidence of attendance at court.

## **ARTICLE 26 - UNIFORMS**

26.01

The present practice of supplying caps, aprons and uniforms to employees will be continued by the Company, who will also be responsible for laundering of same.

## **ARTICLE 27 - BEREAVEMENT PAY**

27.01

- (a) In the event of a death in an employee's immediate family (parents, sister, brother, spouse or children, mother or father-in-law), the employee shall be entitled to be absent from work for a period of not more than four (4) consecutive regular working days when such absence is necessary to make arrangements, for and to attend the funeral. During such absence, an employee shall be compensated for his or her straight time lost at the hourly classification rate for such regular working time. A reasonable amount of time will be allowed for a funeral without pay. One (1) day's paid leave will be paid to attend the funeral of grandparents or grandchildren.
- (b) If an employee's mother, father, child, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law dies, and the employee is unable to attend the funeral, then two (2) days off with pay will be allowed if such death, and the relationship is substantiated with suitable documentary evidence, in English and if the employee is scheduled to work on the following day following notification of death.
- (c) **In addition to the one paid day, an employee who has been employed by the employer for at least two consecutive weeks is entitled to a leave of absence without pay because of the death of a grandparent for an additional day, as provided in the *Employment Standards Act, 2000*. An employee who wishes to take a leave under this section shall advise the employer that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it. If an employee takes any part of a day as leave under this section, the employer may deem the employee to have taken one day of leave on that day. The employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.**

## **ARTICLE 28 - TOOL ALLOWANCE**

28.01

The following will apply to shift mechanics and maintenance men/women:

- (1) The Company shall pay to all maintenance employees a quarterly payment of **\$125.00** for the purchase and replacement of tools, provided an original copy of the receipt is submitted to the **maintenance manager**.

- (2) This provision shall be valid only if:
- (a) The employee satisfies the Company that such replacement became necessary through his performing the normal requirements of the job.
  - (b) The employee presents to the Company a suitable receipt showing the exact cost of the replaced equipment.

## **ARTICLE 29 - BENEFITS**

### 29.01

- i. Effective ratification, the Company shall contribute to the Insurance Provider, as determined by the Union, an amount once per month not to exceed **\$73.50** per employees with no dependents and **\$116.50** for each employee with dependents, to the duly authorized plan administrator by the last day of the month. Effective **October 29, 2020** the amounts will increase to **\$76.00** and **\$119.00**, respectively. Effective October 29, 2021, the amounts will increase **\$78.50** and **\$121.50**, respectively.

The Company shall forward benefit premiums to the administrator even if an employee is off work, it is understood if employees coverage carrier, then the Company's premium for said employee will not be payable.

**The Union will notify the Employer in writing if there is a change in provider.**

- ii. The Company's contribution shall continue to be made on behalf of disabled employees to a maximum of 24 months from the date the employee ceased working due to the disability, provided however, that the employee also maintains his or her share of the benefit plan premium.
- iii. Any required additional premiums for the selected employee benefits will be deducted monthly from the employee's wages via payroll deduction and forwarded to the administrator as per (i) above.
- iv. The Company, as it sees fit, may order a further medical examination (at the Company's cost) prior to any employee returning to work after an illness or vacation period in a health sensitive area of the world.
- v. In the event that there are common-law or married couples in the employ of the Company, then one member of the couple will be treated as a dependent and that dependent will not be entitled to major medical benefits other than as a dependent.

### **ARTICLE 30 - INJURY ON THE JOB**

#### 30.01

An employee, who is injured at work in the course of performing his/her assigned duties, and as a result of such injuries requires medical attention, will be paid for regular hours lost from work, at his/her applicable rate, for the day of the injury.

#### 30.02

That all employees seeking WS1B benefit claims must agree to a request of the employer to submit to a medical examination by an independent medical practitioner of the Company's choosing from the approved list of practitioners (IME). The employee seeking this benefit shall also provide the Company with a valid copy of an authorization addressed to the employee's family medical practitioner, to provide any and all relevant medical information directly to the Company's medical practitioner. All employees will be paid at their regular rate for the time so expended.

### **ARTICLE 31 - SAFETY SHOES**

#### 31.01

The Company shall reimburse to each employee with seniority once per calendar year, the cost of safety shoes purchased by the employee, to a maximum of one hundred and fifty (**\$150.00**) **dollars for safety shoes through an approved provider of the employer**. The employee must present paid receipt indicating the date, value and type of shoes purchased. Except those workers regularly employed in sanitation or maintenance will be allowed two (2) pairs of safe shoes with the same terms and conditions.

This provision is contingent upon the fact that the shoes purchased are CSA approved (stamped), non-slip sole with composite or steel toe protection, purchased through a shoe supplier such as the mobile shoe supply truck, and an original copy of the receipt is submitted to Human Resources or designate.

### **ARTICLE 32 - SEVERANCE PAY**

#### 32.01

In the event of the permanent closure of the plant, permanent full-time employees whose employment is terminated will be paid severance pay of one-half (1/2) a regular week's pay for each full completed year of continuous service with the Company, commencing with the first year, and employees with five (5) years or more of service will be paid severance pay of one (1) regular week's pay for each full completed year of continuous service with the Company. Employees with thirteen (13) years or more of service will be paid severance pay of two (2) regular week's pay for each full completed year of continuous service with the Company.

A terminated employee will be paid severance pay either in accordance with Government regulations or in accordance with the scale above; whichever is the greater amount.



For the purpose of paying the above severance pay, it is agreed that the permanently laid-off employee, who elects to receive the severance pay or keep recall rights after up to 35 weeks of lay-off, and this is deemed to be a complete settlement of severance pay entitlement within the meaning of Sec 40 (a) (15) of the Employment Standards Act.

### **ARTICLE 33 - TECHNOLOGICAL CHANGE**

33.01

In the event of a major technological change, the Company will discuss with the Union the impact of such change on the bargaining unit employees, prior to finalization.

The Company will make every reasonable effort to retrain employees who are displaced by technological change.

### **ARTICLE 34 - SOCIAL JUSTICE FUNDS**

34.01

The Company shall contribute annually the sum of fifteen (\$1,500) hundred dollars to the Unifor Social Justice Fund upon presentation of their financial report for the preceding year.

### **ARTICLE 35 - EMPLOYEES-EDUCATION FUND**

35.01

A quarterly payment representing a few of three (\$.03) cents per hour per employee of all regular hours worked in the preceding quarter to be remitted to the Unifor National Office to the PEL Fund into the Unifor National Paid Education Leave Program.

### **ARTICLE 36 - VACATIONS**

#### **36.01 ELIGIBLE EMPLOYEES**

The Company may, at its discretion, close the plant for vacation purposes, or may require all employees, subject to this Agreement, to take a vacation period, and/or will stagger the vacation periods of the employees so that continuous service may be maintained.

#### **36.02 VACATION ALLOCATION**

Vacation schedules shall be posted no later than March 1st and finalized no later than March 31st. Vacation selection shall be by departmental seniority. If any employee does not select their vacation at this time, they may be able to pick any remaining open weeks on a first-come first-serve basis if available. No employee will be allowed more than 4 continuous weeks' vacation. All vacation entitlement in excess of 4 weeks will be allocated at a different time of the year.

### **36.03 VACATION PERIOD**

The vacation period shall extend from July 1st in one year, and end June 30th the following year, and each employee must take the vacation period agreed upon with the Company so that service will not be unduly disrupted. Senior employees will, wherever possible, receive preference within their section department when the list of vacation dates is being prepared before posting.

Such completed list will be placed on the Bulletin Board as early as possible in order to permit employees to make suitable arrangements. The Company will notify employees by March 31<sup>st</sup> in each year of its intention regarding closing for vacation purposes, if so desired.

### **36.04 VACATION PAY**

- (a) Employees with less than one (1) year of continuous service as of June 30th, in any year, shall receive vacation time and allowances according to the provisions of the Employment Standards Act of the Province of Ontario, and the Regulations made thereunder.
- (b) Employees with one (1) year or more of continuous service as of June 30th, in any year, will receive four (4%) per cent of the employee's earnings in the twelve month period prior to June 30th, and two (2) weeks' vacation time without pay.
- (c) Employees with five (5) years or more as of June 30<sup>th</sup>, in any year, will receive six (6%) per cent of the employee's earnings in the twelve month period prior to June 30th, and three (3) weeks' vacation time without pay.
- (d) Employees with eleven (11) years or more of continuous services as of June 30th, in any year, will receive eight (8%) per cent of the employee's earnings in the twelve month period prior to June 30th, and four (4) weeks' vacation time without pay.
- (e) Employees with twenty (20) years or more of continuous services as of June 30th, in any year, will receive ten (10%) percent of the employee's earnings in the twelve month period prior to June 30th, along with corresponding time off, **and five (5) weeks' vacation time without pay.**
- (f) Vacation pay will be paid out on the first payroll following July 1st of each year.

### **36.05 GENERAL PROVISIONS**

All statutory deductions normally made from an employee's regular pay shall be deducted from his/her vacation pay.

Employees will not be allowed to waive their vacation time and have them accumulate from year to year.

**ARTICLE 37 - SKILLED TRADES - APPRENTICESHIP PROGRAM**

- (a) APPRENTICESHIP STANDARDS - The following standards of apprenticeship covering the employment and training of apprentices in the trades, included in these standards have been agreed to by the Company and Unifor and its Local 6006.
- (b) PURPOSE - The purpose of these standards is to make certain that extreme care is exercised in the selection of candidates and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance of the Company of proficient employees at the conclusion of training period.
- (c) DEFINITIONS

The term "Company" shall mean Company name (Commercial Bakeries Corp.).

The term "Union" shall mean the duly authorized representatives of Unifor and its Local Union 6006.

"Director" shall mean the Director of Apprenticeship with the Ministry of Training, Colleges and Universities.

"Training Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and registered with the "Director".

"Committee" shall mean the Local Skilled Trades per Item (N).

"Supervisor of apprentices" shall be the Company representative on the committee, who will also Chair the Committee.

"Standards of apprenticeship" shall mean this entire document, including these definitions.

"Act" shall mean the Apprenticeship and Certification Act.

- (d) APPLICATION — Application for the apprenticeship will be received by the Human Resources Department of the Company from the applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Skilled Trades Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.
- (e) APPRENTICESHIP ELIGIBILITY REQUIREMENTS - In order to be eligible for the apprenticeship under these standards, the applicant must meet the following qualifications:

The Candidate has successfully completed the academic standard prescribed by the regulations for the trade or must have a Provincial Secondary School Diploma or its equivalent.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee and the Ministry of Training, Colleges and Universities for the applicants who have unusual qualifications and shall not be inconsistent with the Act.

It is understood that all applicants must successfully pass the Company's regular employment requirements including testing.

- (f) CREDIT FOR PREVIOUS EXPERIENCE - At the discretion of the Ministry of Training, Colleges and Universities training consultant, advance credit standings for prior experience in the applicable trade may be granted after evaluation by the approved college and shall not be inconsistent with the Act and Ministry of Training and Colleges. Review will be made prior to hire and the completion of apprentices' probationary period.
- (g) TERM OF APPRENTICESHIP - The term of apprenticeship shall be as established by the Ministry of Training, Colleges and Universities. The Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in (1) below.
- (h) PROBATIONARY PERIOD - The first five-hundred (500) hours of employment for every apprentice shall be a probationary period excluding any classroom hours. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations. **This article supersedes Article 12.01(a) as it relates only to apprentices.**
- (i) HOURS OF WORK - Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyperson employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual regular hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeypersons established by these standards is maintained.
- (j) RATIO - The ratio of apprentice to journeyperson shall not exceed one apprentice to each eight (8) journeypersons in the trade in which he/she is apprenticed, (e.g. One (1) toolmaker apprentice to eight (8) toolmakers). If layoffs become necessary apprentices shall be laid off to maintain the same ratio.
- (k) DISCIPLINE - The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:
  - Inability to learn;
  - Unreliability;
  - Unsatisfactory work;
  - Lack of interest in his/her work or education;

Improper conduct;

Failure to attend classroom instruction regularly.

- (1) WAGES - Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1<sup>st</sup> 1,000 hours - not less than 65% of the journeyperson's wage rate.

2<sup>nd</sup> 1,000 hours - not less than 70% of the journeyperson's wage rate.

3<sup>rd</sup> 1,000 hours - not less than 75% of the journeyperson's wage rate.

4<sup>th</sup> 1,000 hours - not less than 80% of the journeyperson's wage rate.

5<sup>th</sup> 1,000 hours - not less than 85% of the journeyperson's wage rate.

6<sup>th</sup> 1,000 hours - not less than 90% of the journeyperson's wage rate.

7<sup>th</sup> 1,000 hours - not less than 95% of the journeyperson's wage rate.

8<sup>th</sup> 1,000 hours - not less than 95% of the journeyperson's wage rate.

Upon successful completion of the Apprenticeship Exam, the apprentice will receive not less than 100% of the journeyperson wage rate.

A successful applicant to the apprenticeship program from the members in the plant would retain their current wage if it is a higher rate, until the progression rate of the apprentice wage grid would increase their wage.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices must be in good standing with the college throughout their apprenticeship regarding their academic status and attendance.

When an apprentice has completed required hours of training and after recommendation for his journeyperson's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled journeyperson in the trade in which he/she has served their apprenticeship provided an opening exists and they are selected for employment as a journeyperson.

Apprentices will sign a waiver to allow the Company access to academic and attendance records at the College, and provide copies of transcripts to the Company.

Apprentices must supply proof of passing grade from the college in the basic course, in order to progress to the level of 80% of the journeyperson rate.

An employee entering the Apprenticeship program from the plan or facility will not receive a reduced hourly rate, and the hourly rate will progress once they have the required hours as per the chart above.

- (m) **ACADEMIC TRAINING** - Apprentices will be required as a condition of apprenticeship to receive and attend classroom instructions at a technical school or similar school. The schedule of work processes and related instructions are as per the Ministry of Training, Colleges and Universities Apprenticeship Training Standards. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. The student apprentice is required to furnish to the Company each month proof of his attendance at the school.
- (n) **JOINT APPRENTICESHIP COMMITTEE** - A committee made up of equal members of management and union representatives will make up the joint apprentice. The Union member will be a skilled trades journeyman and appointed by the Unifor Union Chairperson.

The Chairperson of the Joint Apprenticeship Committee shall be the Company Representative or the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.

To accept or reject applicants for apprenticeship subject to final approval by the Human Relations Department.

To hear and decide on questions involving apprentices which relate to their apprenticeship.

To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.

To offer constructive suggestions for the improvement of training on the job.

To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.

To review the Foreman's monthly report on each apprentice.

In general, to be responsible for the successful operation of the apprenticeship standards in the plan and the successful completion of the apprenticeship by the apprentices under these standards.

- (o) **SUPERVISION OF APPRENTICES** - Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the maintenance supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on

a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee shall prepare adequate record forms to be filled in by the maintenance supervisor under whom the apprentices receive direction, instruction and experience. Supervision shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

- (p) SENIORITY - The apprentices will exercise their seniority in their own group. For example if there are four apprentices in the specific trade, and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.
- (q) APPRENTICESHIP AGREEMENT - "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he/she is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement:

The Apprentice

The Company

The Committee

The Registration Agencies

The Local Union — Unifor Local 6006

Unifor

CERTIFICATE OF COMPLETION OF APPRENTICESHIP - Upon completion of the apprenticeship under these Apprenticeship Standards, the joint Apprenticeship Committee will recommend to the Ministry of Training, Colleges and Universities that the apprentice has completed all the requirements, and is in their opinion eligible to take the final exam. Upon successful completion of the final exam - a certificate of apprenticeship will be issued to the apprentice.

### **ARTICLE 38 - SCHEDULES**

38.01

The following schedule is hereby annexed to and form part of this Agreement.

(1) A Schedule of Wage Rates and Job Classifications

These classifications represent the titles of jobs in a classification and do not describe the job functions or contents of each job.

**ARTICLE 39 - TERMINATION OR MODIFICATION**

39.01

This Agreement shall continue in effect until the end of the thirty-sixth (36) month of the ratification date of this Agreement, and shall continue in effect from year to year thereafter unless either party gives notice of its intention to terminate or seek amendments to this Agreement within a period of not less than thirty (30) days, nor more than ninety (90) days prior to the date of expiry.

39.02

In the event that either party gives notice-seeking amendments, negotiations will commence within twenty (20) days after receipt of such notice.

IN WITNESS WHEREOF THE Parties hereto have set their hands at the City of Toronto this \_\_\_\_ day of November, 2019.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Effective October 29, 2019**

**Schedule 1 A**

**Wage Rates and Job Classifications**

		0.25	0.20	0.20	0.20	0.20	0.25
		Date Signing	6 months	12 months	18 months	24 months	30 months
		Oct 29 /2019	April 30/2020	Oct 29/2020	April 30/ 2021	Oct 29 /2021	April 30/ 2022
1 1 A	Qualified A Mechanics with industrial electrician' license or equiv. As above ( weekend shift )	\$ 31.22	\$ 31.42	\$ 31.62	\$ 31.82	\$ 32.02	\$ 32.27
2 2A	Qualified Industrial Mechanics As above (weekend shift )	\$ 28.20	\$ 28.40	\$ 28.60	\$ 28.80	\$ 29.00	\$ 29.25
3	Packaging Technician ( Class A )	\$ 21.65	\$ 21.85	\$ 22.05	\$ 22.25	\$ 22.45	\$ 22.70
4	Packaging Technician ( Class B )	\$ 20.42	\$ 20.62	\$ 20.82	\$ 21.02	\$ 21.22	\$ 21.47
1 C	Maintenance ( Handyman - Junior )	\$ 20.22	\$ 20.42	\$ 20.62	\$ 20.82	\$ 21.02	\$ 21.27
1 D	Maintenance ( Handyman - Senior )	\$ 28.28	\$ 28.48	\$ 28.68	\$ 28.88	\$ 29.08	\$ 29.33
5	Peters / Cream Machine Operator	\$ 20.42	\$ 20.62	\$ 20.82	\$ 21.02	\$ 21.22	\$ 21.47
6	Bakeshop Reliever						
7	Crème Mixer						
8	Cutting Machine Operator	\$ 20.15	\$ 20.35	\$ 20.55	\$ 20.75	\$ 20.95	\$ 21.20
9	Mixer Operator						
10	Ingredient Processor						
11	Doughfeeder / Wire cut	\$ 19.94	\$ 20.14	\$ 20.34	\$ 20.54	\$ 20.74	\$ 20.99
12	Packers						
13	Palletizer	\$ 19.72	\$ 19.92	\$ 20.12	\$ 20.32	\$ 20.52	\$ 20.77
14	Gen. Warehouse Worker						
15	Shipper/ Receiver	\$ 20.15	\$ 20.35	\$ 20.55	\$ 20.75	\$ 20.95	\$ 21.20
16	Shipper / Receiver - Helper	\$ 19.94	\$ 20.14	\$ 20.34	\$ 20.54	\$ 20.74	\$ 20.99
17	Sanitation Workers	\$ 19.72	\$ 19.92	\$ 20.12	\$ 20.32	\$ 20.52	\$ 20.77
18	Sanitation (Weekend workers )						

Per Hour Premiums

\$ 0.60

\$ 0.50

\$ 0.95

An employee who is temporarily transferred for the convenience of the Company will be Paid the employee's regular rate in intances of transfer from high rated job to a lower, and will be paid the employee's own rate, or the minimum of the rate of the job to which transferred ( whichever is higher ) in intances of lower rated job to a higher.



**LETTER OF UNDERSTANDING #1**

COMMERCIAL BAKERIES CORP.  
(hereinafter referred to as the "Company")

-and-

UNIFOR LOCAL 6006  
(hereinafter referred to as the "Union")

RE: RETURN TO WORK — ACCOMMODATION

It is agreed should the Company meet with an employee on a return to work accommodation wherever possible, Unit chair / designate shall be the representative.

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING #2**

**Women's Advocate Position**

COMMERCIAL BAKERIES CORP.  
(hereinafter referred to as the "Company")

-and-

UNIFOR LOCAL 6006  
(hereinafter referred to as the "Union")

The parties recognize that female employees may sometimes need to discuss matters specific to women such as violence or abuse at home with other females. They may also need to find out about specialized resources in the community, such as counsellors or women's shelters, to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of a women's advocate in the workplace will be served by the Unifor female member. The trained Unifor female representative will meet with female members as required, discuss problems with them and refer them to the appropriate community agency when necessary. Such meetings should not happen while employees should otherwise be working.

The Women's Advocate will participate in a five day basic training program. The union will be responsible for the cost associated with the training program, which includes travel, lodging and lost wages. The union will also be responsible for the per diem.

**For the Union**

**For the Company**

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## **LETTER OF UNDERSTANDING #3**

### **Workplace Harassment**

COMMERCIAL BAKERIES CORP.  
(hereinafter referred to as the "Company")

-and-

UNIFOR LOCAL 6006  
(hereinafter referred to as the "Union")

### **Workplace Harassment - Basic**

The Company and Unifor are committed to providing a workplace free of harassment, bullying and violence. This procedure applies to all complaints of harassment that take place at this workplace. The workplace is defined as any company facility and function including but not limited to areas such as offices, shop floors, rest rooms, cafeterias, lockers, lockers, conference rooms and parking lots.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, family status, marital status, disability, conviction for which a pardon has been granted, age, social and economic class or language and any other prohibited ground, as stated in the Ontario Human Rights Code by any person, in particular by a co-worker, management, customer and/or client, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades upon one of the protected grounds outlined above. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or ought reasonably to know, are not desired by the victim of the harassment.

Harassment may take many forms: verbal, physical or psychological. It may involve a threat or an implied threat, or it may be that acceptance of harassment is perceived to be a condition of employment. The following examples constitute harassment, but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.

- Unwanted physical conduct such as touching, patting, pinching, etc.
- Condescension or paternalism which undermines self-respect;

The Company and Unifor agree to the following process for investigating any complaints of harassment, discrimination and bullying.

**Filing a complaint:**

If an employee believes he/she has been harassed and/or discriminated against, he/she should do the following:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Immediately notify your supervisor and/or human resources;
- Document the events, complete with times, dates, location, witnesses and details;
- In addition, you may seek assistance from any union representative/steward and you may report the incident to the Joint Health and Safety Committee.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser. In this event, the individual should immediately notify his or her supervisor and/or human resources of the incident. In addition, the individual may then seek assistance by reporting the incident to any union representative or any member of the Joint Health and Safety Committee. If the employee believes his/her safety is in jeopardy, he/she can exercise the right to refuse unsafe work.

**Investigation:**

Upon receipt of the complaint, the contacted Company representative and Union representative (if one has been informed of the complaint) and Joint Health and Safety Committee member (if one has been informed of the complaint) will immediately commence an investigation. When possible, properly completed copies of this complaint will be forwarded to the agreed upon Joint Health and Safety Committee provided the employee consents to such disclosure. The Respondent will be provided with sufficient details of the allegations, either verbally or in writing, to formulate an appropriate response to those allegations and give their version of events.

A formal investigation of the complaint will then begin by the Supervisor/Company representative of the employee as follows:

The Supervisor/Company representative will determine any preliminary matters. The Supervisor/Company representative will work with the Joint Health and Safety Committee and/or union representative (should one be solicited by the employee) when conducting the investigation. Results from the investigation will be shared with the parties involved in the complaint. Unifor will be provided with a copy of the findings.

The Employer and the Union will agree to provide training to the Joint Health and Safety committee on how to conduct investigations. All investigation meetings and or work shall be done

on company paid time. The parties agree that should this policy in any way conflict with provincial legislation, including the Ontario Human Rights Code and the Occupational Health and Safety Act, legislation will prevail.

**For the Union**

**For the Company**

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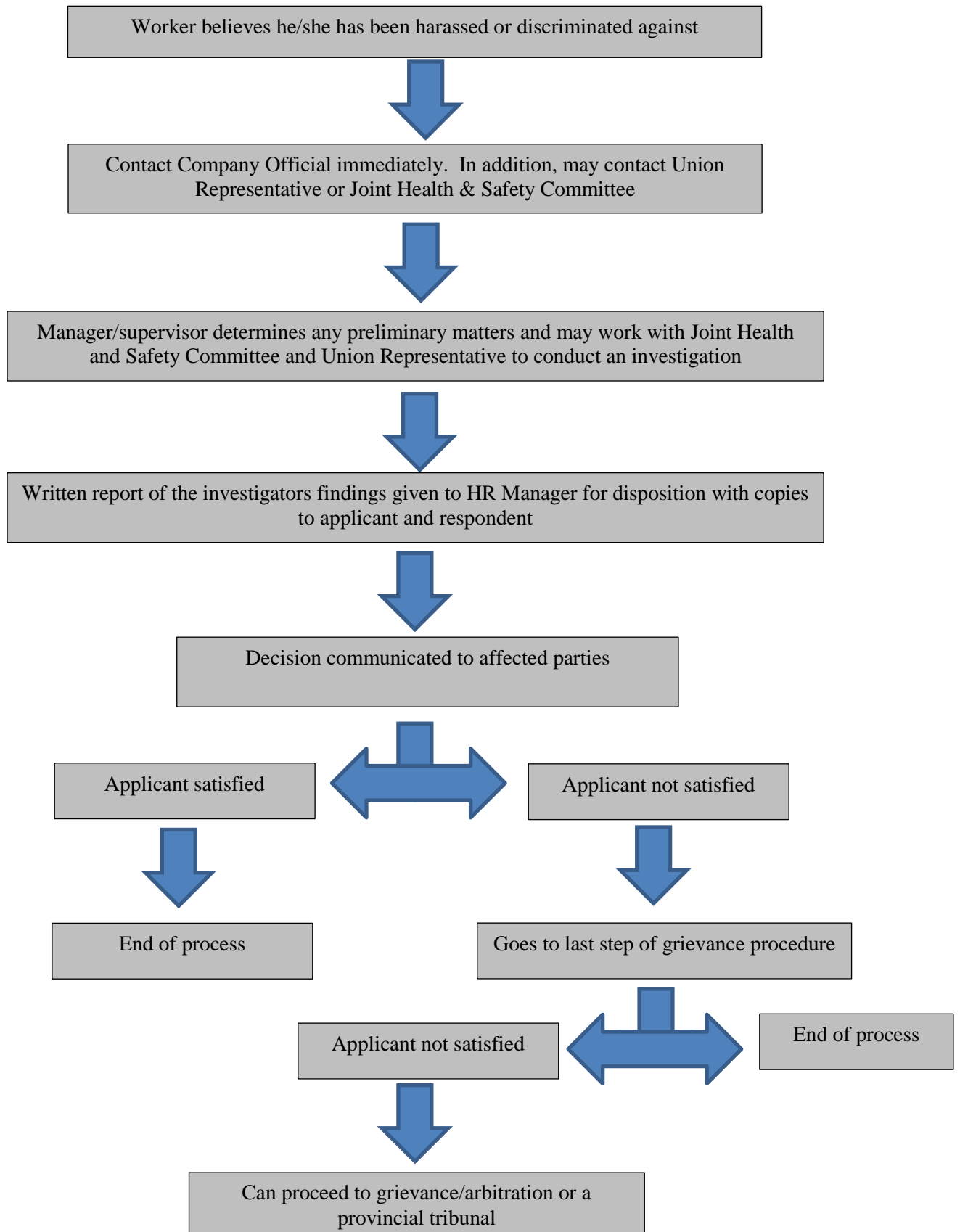
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### Workplace Harassment Process Chart





## **LETTER OF UNDERSTANDING #4**

### **Wage Rates for Classifications I/1A and 2/2A**

COMMERCIAL BAKERIES CORP.  
(hereinafter referred to as the "Company")

-and-

UNIFOR LOCAL 6006  
(hereinafter referred to as the "Union")

The Parties agree the Company is going to conduct a market review of these wage rates for these classifications to explore increases to the starting rate and all other applicable rates. The Employer will report back at the next labour/management meeting.



May 31, 2017

Unifor Local 6006  
Attn: Pearl Almeida, John O'Dell, Victor Uwagboe  
2250 Midland Ave  
Unit #20  
Scarborough, Ontario  
M1P 4R9

**Re: Letter of Understanding #4  
Wage Rates for Classifications  
1/1A and 2/2A**

Pursuant to the commitment made by the Company relative to the Collective Agreement dated October 29, 2016.

The Company has conducted a market review of rates affecting the classifications referred to above, the Company has established that.

Effective June 5, 2017 wage rates above classification be amended as attached.

Yours truly,

A handwritten signature in black ink, appearing to read "Anthony J. Fusco Sr.", is written over a diagonal line that extends from the bottom left towards the top right.

Anthony J. Fusco Sr.

AJF/bs

Encl.

45 Torbarrie Road, Toronto, ON M3L 1G5  
Tel: 416-247-5478 Fax: 416-242-4129

July 17, 2018

Attention of

Pearl Almeida – Unifor Local 6006

John O'Dell – Unifor National Rep

**Reference : Letter of Understanding, Wage rate for classifications 1 C and 1 d**

Pursuant to the meeting on July 10, 2018, and discussion on the transition of handy man to unionized worker, attached is the updated wage rate classification for 1 C.

This amendment is effective July 16, 2018. Please note that the Union dues will be deducted as per CBA article 6. Seniority will be applicable as per article 12.01 ( b) – backdated to the original date of hire.

Handyman classification will be eligible for tools allowance under article 28

Group benefits will not apply to the part- time handyman under article 29.

Yours truly,

Anthony Fusco Sr.,

President and CEO

Commercial Bakeries Corp.

Cc : Steve, Phil, Joe, Anthony Jr., Sameer, Sam

Cc : Victor Uwagboe ( Union chief steward )



JUL 17 2018

