

SOURCE	Union		
EFF.	9	5	01
TERM.	98	4	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYES	JFC		



BAKERY, CONFECTIONERY & TOBACCO WORKERS

INTERNATIONAL UNION

LOCAL 181

1750 Steeles Avenue West - Suite 209 *222A*
 Concord, Ontario L4K 2L7
 Tel. (905) - 669-9492

AND

TORONTO MASTER BAKERS ASSOCIATION

PRESIDENT: JOE POTOK

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THIS AGREEMENT made and entered into this 1st day of
May , 1995.

B E T W E E N :

**Local 181, BAKERY CONFECTIONARY AND
TOBACCO WORKERS INTERNATIONAL UNION**

(hereinafter referred to as "Local 181")
OF THE FIRST PART

- and -

TORONTO MASTER BAKERS ASSOCIATION

(hereinafter referred to as the "Employer"
being those members indicated as signatories
to this Agreement as shown on page ___ herein)

OF THE SECOND PART

ARTICLE I - PURPOSE

1.01 The parties agreed that the purpose of this Agreement is to establish and maintain harmonious industrial relations between them, and in particular to arrange mutually satisfactory wage rates, hours of work, working conditions and to provide a satisfactory method of dealing with disputes between them and between the Employer and his employees.

ARTICLE II - SCOPE

2.01 This Agreement applies to all employees employed by the Employer in the Municipality of Metropolitan Toronto, who are engaged in the direct production of breads, cakes, rolls, bagels, confectionery and kindred products save and except employees regularly employed for not more than 24 hours per week and students employed during the school vacation period.

For greater clarity this Agreement covers first, second third hands and baker's helpers but does not cover any other employees such as office employees, office or retail sales staff, drivers, shippers, receivers, warehousing employees, cleaners, maintenance employees, etc.

2.02 The term "employee" or "employees" whenever used in this Agreement shall mean an employee or employees in the bargaining unit described in Article 2.01

ARTICLE III - UNION SECURITY

3.01 Subject to the provisions of paragraph 2 of this Article III, the Employer agrees that it shall employ and continue to employ, members in good standing of Local 181.

3.02 It is agreed that Local 181 shall supply all employees to the Employer when requested, In **so** doing, Local 181 undertakes to supply persons duly qualified for the duties and responsibilities required by the Employer to be performed. If Local 181 is unable or unwilling to supply such employees as and when required, the Employer may employ persons of his own choice, provided that such persons, within 21 days of their hiring, make application for membership in Local 181. Local 181 shall not be obliged to accept such persons as members, if, in its absolute discretion, it does not wish to do so.

3.03 The Employer shall (pursuant to an authorization to be executed by every employee in the bargaining unit) deduct from the wages of each employee all union dues, initiation fees, fines or assessments which are, according to the Union's constitution and by-laws, owing to Local 181. Such deductions shall be made monthly, and shall be remitted by the Employer to the Secretary of Local 181 on or before the 15th day of each month. Failure to comply with the above, the Employer shall pay to the Union \$200.00 for the first offence and \$300.00 for each offence thereafter.

ARTICLE IV - CLASSIFICATION

BREAD BAKERS AND CAKE BAKERS:

"FIRST HAND" (i.e. One who works at the mixing of doughs and the oven)

"SECOND HAND" (i.e. One who works EITHER at the mixing of doughs OR the oven)

"THIRD HAND" (i.e. One who works at the table only)

"BAKER'S HELPER" (i.e. One who is capable and willing of helping in the bakery production or one who is involved in assisting any employee in the above classifications in the direct production).

ARTICLE V - WAGES

**HOURLY RATE
EFFECTIVE NOV.1/95**

<u>JOB CATEGORY</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>
FIRST HAND	16.91	25.36	17.11	25.66	17.41	26.11
SECOND HAND	16.39	24.58	16.59	24.88	16.89	25.33
THIRD HAND	16.05	24.07	16.25	24.37	16.55	24.82
BAKER'S HELPER	10.63	15.94	10.83	16.24	11.13	16.69

5.02 NIGHT SHIFT RATE

As indicated in Schedule above, in addition to regular wage rates, employees shall receive additional compensation at the hourly rate of FIFTY (\$.50) CENTS per hour for every hour or portion thereof worked between the hours of 6:00 pm and 6:00 am

ARTICLE VI - HOURS OF WORK

6.01 All employees, regardless of classifications; bread, cake or bagel bakers, and baker's helpers shall work 5 days per week, totalling 40 hours a week, of a minimum 7 hours per day. But in any event the Employer guarantees 40 hours per week, and after 40 hours per week time and one half.

6.02 Each regular employee who commences a shift and is ready and willing to complete it must be paid for a full day whether or not the Employer has work for him.

6.03 For the purposes of this Agreement, each shift shall constitute a separate day's work, and the Employer shall not combine work on more than one shift into one working day. 7 hours one day and 9 hours next day, shall constitute 2 days of regular work with no overtime. Should an employee be required to work more than 9 hours in one single day, he should be paid time and one half.

6.04 A Jobber (i.e. temporary employee) shall not be employed for more than 24 hours per week; any person employed for a period in excess of 24 hours per week becomes a regular employee and is entitled to the pay and benefits of a regular employee.

6.05 If a regular employee works four (4) days in any one week and the Employer has no work for him for the remainder of the week, such employee shall, in any event, receive pay for a full working week. With the exemption of those bakeries who are observing religious holidays.

ARTICLE VII - GENERAL

7.01 No employee shall be required to work overtime without the consent of Local 181.

7.02 All employees regardless of their categories, after 40 hours per week, shall be paid one and one half time of regular hourly rate.

7.03 Employees who are regularly employed in a shop and who are employed as Jobbers, as hereinafter defined, shall be paid at one and one half times their regular hourly rate for all work done by them, except when he substitutes for an employee who is ill or on vacation.

NEW 7.04 DISCRIMINATION CLAUSE

There shall be no discrimination by the company of 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 VIII - SENIORITY

8.01 An employee shall be on probation during his first twenty-one (21) days of employment and without seniority rights during that period. Upon completion of his probationary period, his name shall be added to the seniority list and his bargaining unit seniority shall be computed from the day he commenced to work for the Employer. A probationary employee may be terminated during his probationary period in the sole discretion of the Employer.

8.02 An employee will lose his seniority and his employment shall be deemed to have been terminated for any of the following reasons:

- (a) if he voluntarily quits;
- (b) if he is discharged and the discharge is not reversed through the grievance and arbitration procedure;

- (c) if he fails to return to work in accordance with the provisions of this Agreement on layoff and recall;
- (d) if he fails to return to work in compliance with the terms of leave of absence granted to him, or if he obtains a leave of absence for one purpose and uses it for another;
- (e) if he retires or is retired;
- (f) if he is laid off for a period in excess of six (6) months;
- (g) if he is absent due to illness or accident for a period in excess of nine (9) months; or
- (h) if he is absent from work without notifying his supervisor or a member of management for two (2) consecutive working days.

8.03 When an employee is laid off because of lack of work, he shall have the right to be recalled in accordance with his seniority for up to six (6) consecutive months following his layoff provided he has the ability to perform the work and provided he reports to work within forty-eight (48) hours following the receipt by him by registered mail of a notice by the Employer to return to work.

If the employee fails to report to work within such forty-eight (48) hours or indicates that he does not intend to return to work, then the Employer may notify the next employee on the seniority list.

8.04 In the event that it becomes necessary to layoff employees:

- (a) probationary employees will be laid off first;
- (b) employees with seniority will be laid off after all employees referred to in paragraph (a) by bakery wide seniority, provided that the remaining employees can do the available work immediately, without training, and merely upon receiving simple instructions.

8.05 In the event of a recall, employees will be recalled in the reverse order that they were laid off.

ARTICLE IX - WORK RULES

9.01 GENERAL

- (a) Local 181 shall be entitled to change an employee without notice to the Employer; i.e., to change hand for a hand.

- (b) The Employer shall be responsible for all loss, damage or destruction occasioned to employee's personal property inside the Bakery as a result of fire.
 - (c) Every Union employee shall be entitled to one 2-pound loaf of bread and one-half dozen rolls daily free of charge NO substitutes.
 - (d) **LUNCH BREAK** - according to the Employment Standards Act to be taken by the fifth hour of work.
 - (e) All employees shall receive two fifteen (15) minutes coffee breaks in a day without loss or reduction in wages.
 - (f) No manager of an Employer, or in the case of an Employer which is a Limited Company, no shareholder shall perform the work of a baker, except in the shops where the Employer is a Baker by trade, or where it is deemed to be necessary.
- 9.02 CAKE BAKERS** - Each Cake Shop must have a First Hand.
- 9.03 JOBBERS** - (i.e. someone who is not steadily employed)
- (a) Any regular employee may be replaced on at least one shift of his work week by a TEMPORARY WORKER (hereinafter referred to as a "Jobber") chosen by the Union in its sole discretion.
 - (b) The Employer hereby agrees to accept Jobbers proper appointed by Local 181, in accordance with the preceding paragraph, so long as they are capable of doing the work to which they are assigned.
 - (c) Jobbers shall receive the same wages as the regular employees whom they replace, provided the Jobber is in the same classification.
 - (d) In shops where work is being performed on all seven days of the week, Local 181 shall have the right to replace any or all regular employees with Jobbers on the sixth and seventh day of the week.
 - (e) The Employer agrees to pay for all part time Jobbers the equivalent of \$3.80 per day for the purpose of Pension Benefits.

ARTICLE X - PENSION AND FRINGE BENEFIT FUNDS

10.01 DEFINITIONS

(a) **"Trust Agreement"**, in this Article, shall mean a certain Memorandum of Agreement and Declaration of Trust, made on the 25th of April, 1955 between the Union and the Members thereof, the Employer, and the Trustee named in the said Memorandum of Agreement and representing the Employers and employees, as amended from time to time.

(b) **"Fund"**, in this Article, shall mean the "Pension and Fringe Benefit Funds" established and maintained pursuant to the Trust Agreement as amended.

10.02 Effective May 1, 1995 the Employer shall contribute to the Fund, the sum of nineteen (**\$19.00**) dollars per week for Bread Bakers, Cake Bakers and Bagel Bakers, First Hand, Second Hand and Third Hand. In the event that the employee works less than a full work week, the Employer's contribution shall be based on three dollars and eighty cents (\$3.80) for each day worked.

10.03 Effective May 1, 1995;

(a) the Employer shall contribute to the Fund, the sum of seventeen (\$17.00) dollars per week for Baker's Helpers. In the event that an employee works less than a full work week, the Employer's contribution shall be based on \$3.40 for each day worked.

(b) All new employees, hired after May 1, 1995, contributions on their behalf will begin after one year of service with the Company, from the date of hiring.

10.04 The Employer shall contribute to the Pension Fund on behalf of the employee for a period of six (6) months due to proven illness.

10.05 The Employer shall be represented in the administration of the Fund by the Trustees acting for and on behalf of the Employer in accordance with the Trust Agreement (which agreement of the Employer hereby approves and ratifies) and shall be bound by the decisions of the Trustees made pursuant to and in accordance with the said Trust Agreement.

10.06 In accordance with the Trust Agreement there shall be an annual audit of the Fund by a qualified Chartered Accountant and the audit shall be made available to the Employer for inspection.

ARTICLE XI - HEALTH AND WELFARE FUND

11.01 Effective May 1, 1995 the Employer agrees to make payments of seventeen dollars (\$17.00)per week to Local 181B Trust Fund, for each employee working in a job classification covered by this Agreement for 52 weeks per year. The payment shall be prorated for employees who regularly work less than 40 hours per week, with the employees contributing the difference. But only applies to employees who do not wish to work 40 hours per week.

11.02 Contributions on behalf of the employees covered by this Agreement shall commence after the employee's probationary period.

11.03 The Employer's obligations under this Article are limited to making the payments described in Article 11.01.

11.04 The Employer shall contribute to the Health and Welfare Fund on behalf of all employees, regardless of their categories, for a period of six (6) months, for absence from work due to proven illness.

ARTICLE XII - UNION HOLIDAYS

12.01 The following shall be recognized as Union Holidays to be paid for on the basis of the employee's straight time hourly rate, multiplied by the number of hours the employee would normally have worked on such days;

- | | | | |
|---|-----------------------|----|-------------------------|
| 1 | New Year's Day | 6 | Civic Day |
| 2 | Good Friday | 7 | Thanksgiving Day |
| 3 | Easter Sunday | 8 | Labour Day |
| 4 | Victoria Day | 9 | Christmans Day |
| 5 | Domninion Day | 10 | Boxing Day |

12.01 In the event the government introduces a new holiday, it will be automatically added to the above Union holidays list, and the Employer shall pay for that additional day.

12.02 If an employee works on any of the said holidays, he will be paid at time and one half in addition to his holiday pay as herein provided for, for all hours worked in the 24 hour period from 6:00 pm the day immediately prior to the holiday and ending at 6:00 pm on the day of the holiday.

12.03 An employee will be paid for the Union Holiday referred to above, provided he works on the day immediately prior to the Union Holiday and the day immediately after the Union Holiday, unless he was absent from work on either or both of the said days, or portions thereof because of:

- (a) verified personal illness;
- (b) death in his immediate family;
- (c) layoff for either or both of the said days only; or
- (d) being granted permission by the Employer to be absent on either or both of the said shifts.

12.04 In the event of a Union Holiday, specified above, falling within an employee's vacation period, the Employer has the choice of either:

- (a) granting an extra day's leave with pay if the employee requests it; or
- (b) paying to employees classified as Bread Bakers, Cake Bakers and Bagel Bakers, First Hand, Second Hand and Third Hand, and Baker's Helper, an extra day's pay calculated at 8 hours per day.

12.05 Employees observing other holidays not included above in this Article XII shall be entitled to time off, without pay, provided that:

- (a) the total time off for each holiday does not exceed twenty (20) days in any one year; and
- (b) notification to the Employer be given at least seven (7) days prior to the taking of time off for such holiday.

ARTICLE XIII - TERMINATION NOTICE

13.01 In the event of termination of employment by the Employer, termination notice shall be according to the Employment Standards Act.

ARTICLE XIV - SEVERANCE PAY

14.01 In the event of a merger or closing, each employee shall be entitled to severance pay in the amount of one (1) week's pay at his current rate for every year of service with the Employer or his predecessor up to a maximum of twenty (20) week's pay. Local 181 will certify when such employee has been permanently placed, and when that occurs his severance pay shall cease.

ARTICLE XV - ,VACATIONS

15.01 An employee who has worked at least one full year in the baking industry, shall be entitled to receive two weeks vacation per year with pay equal to 4% of his gross wages in the previous year.

15.02 An employee who has worked less than one (1) full year in the baking industry, shall be entitled to receive vacation, with pay equal to 4% of his gross wages in the previous year, with vacation computed on a pro rata basis.

15.03 In the event that an employee has worked at least one full year in the baking industry, but for not more than one Employer during that year, the vacation pay of 4% of gross wages, shall be paid by the Employers in proportion to the time worked by the employee for them during the year.

15.04 An employee who has:

(a) 5 years or more continuous service with one shop, but less than 10 years continuous service with one shop, shall receive 3 weeks vacation per year, with pay equal to 6% of the amount of the employee's gross wages in the previous year;

(b) 10 years or more continuous service in one shop, shall receive 4 weeks vacation per year, with pay equal to 8% of the amount of the employee's gross wages in the previous year.

15.05 Each employee shall receive his vacation at a time to be arranged to the mutual satisfaction of the employee and the Employer. In any event seniority should apply, provided sufficient notice of 30 days was given to the Employer.

ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE

16.01 Should any difference arise between the Employer and an employee as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay and in the following manner:

STEP 1 The employee involved shall, within two (2) days of the date upon which the incident giving rise to the grievance first occurred, discuss the grievance with his supervisor. The employee may request that a steward be present.

STEP 2 If the grievance is not settled at Step 1 and the employee wishes to pursue the grievance, the written grievance must be submitted to the Employer within four (4) days of the date upon which the incident giving rise to the grievance first occurred, on a form to be provided for that purpose. The grievance form shall be signed by the employee and a steward and shall indicate the nature of the grievance, and the Article of the Agreement alleged to be violated and the adjustments sought. The Employer shall give its reply, in writing, to the grievance within three (3) days following receipt of the grievance.

16.02 Should local 181 desire to submit a policy grievance it must do so within five (5) days of the date upon which the incident giving rise to the grievance occurred and the Employer shall give his reply to the grievance in writing, within three (3) days following receipt of the grievance.

16.03 Should the Employer wish to submit a grievance it shall do so in writing and Local 181 shall give its replay, in writing, within three (3) days following receipt of the grievance.

16.04 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Article it may be referred to arbitration by either the Employer or Local 181 as provided for in the following Article.

16.05 Where a difference arises between the Employer and Local 181 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 of the parties may, after duty exhausting the grievance procedure established in this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. such notice must be given in writing to the other party within ten (10) days after the written decision is rendered at Step 2 of the Grievance Procedure and shall contain the name of the party's nominee to the Board of Arbitration. The recipient of the notice shall within seven (7) days inform the other party of the name of its nominee. The two nominees shall select a third person to act as Chairman of the Arbitration Board. If the recipient of the notice fails to appoint a nominee or if the tow nominees so appointed fail to agree upon a Chairman within fifteen (15) days, either party may apply to the Ministry of Labour for Ontario to appoint the nominee and/or Chairman as the case may be. The Arbitration Board Shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board of Arbitration is the decision of the

Arbitration Board and in the event that there is no majority the decision of the Chairman shall govern.

16.06 The Arbitration Board shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement; or in any way modify, add to, or delete from any provision of this Agreement.

16.07 Each party shall pay the cost and expenses of its nominee. The cost and expenses of the Chairman shall be borne equally by the parties. No person may be nominated to the Board of Arbitration who has either directly or indirectly attempted to negotiate or settle the grievance in dispute. Either party may be represented by counsel.

16.08 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

ARTICLE XVII - MANAGEMENT'S RIGHTS

17.01 Except as expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, its inherent right to manage the business as such right existed prior to the execution of this Agreement. It is the exclusive function and right of the Employer:

- (a) generally to manage the business in which the Employer is engaged and without restricting the generality of the foregoing to determine the kinds and locations of plants, the products to be manufactured, the methods of manufacturing, the schedules of production, the kinds and locations of machines and tools and processes to be used, the engineering and designing of its products and the control of materials to be used in the products produced;
- (b) to direct the work force; to hire, retire, classify, assign, transfer and layoff employees; to determine and redetermine job content; to maintain order, discipline and efficiency;
- (c) to layoff, discharge, suspend or discipline employees for just cause (it being understood that just cause for discharge without notice or pay includes an employee who:
 - (i) smokes in the production area; or
 - (ii) removes

unlawfully Employer goods or property), provided, however, that the exercise of these rights shall be subject to the grievance procedure;

- (d) to make, alter and enforce from time to time reasonable rules and regulations governing its employees which are not inconsistent with the terms of this Agreement.

ARTICLE XVIII - NO STRIKE OR LOCKOUT

18.01 Local 181 agrees that there shall not be a strike of the employees during the life of this Agreement.

18.02 The Employer agrees that it will not lock out its employees during the life of this Agreement.

ARTICLE XIX - MISCELLANEOUS

19.01 **Shiva or Bereavement**

In case of the death of an employee's Mother, Father, Sister, Brother, Wife, Husband or Child, the employee shall be entitled to three (3) days Shiva or Bereavement Leave with pay.

19.02 **Sick Leave**

Effective May 1, 1988 sick leave allowance shall be paid for absence from work due to sixth, seventh, eighth, ninth, tenth day of absence due to illness to a maximum of five (5) days in a calendar year.

19.03 **Plant Visitation**

It is agreed that authorized officials of the Union shall have the right to enter the Employer's shop at any time during working hours to discuss any matter covered by this Agreement provided they first contact management and proper identification and credentials are produced, if requested. The officials shall not interfere with the operation of the Employer's business or with the employees while they are working.

19.04 **Labels and Display Cards**

The Employer agrees that he will use and apply the label of Local 181 upon every wrapper and box of bread, cake and rolls produced by him. The Employer further agrees to display union labels and display card in all window stores.

19.05 Worker's Compensation

The Employer agrees to insure against accidents of his employees under the Worker's Compensation Act of Ontario. In addition to any benefits to which the employee may be entitled under this Act, he shall also be paid by the Employer, a full day's pay for the day on which any accident to him occurs.

All employees, regardless of classifications, who become injured while at work, the Employer agrees to continue the usual Employer's contributions payments to the local union, for pension and health & welfare, for a period of one year after the accident, in accordance with Worker's Compensation Act, provided the employee continues to maintain membership with the local union.

19.06 Clock

Every shop shall have a clock showing the correct time.

19.07 In the event the Employer sells, transfers or assigns his bakery, the obligation of the Employer for unpaid wages, vacation, holiday or Welfare and Pension payments due or to become due shall be binding upon the purchaser, transferee or assignee as well as upon the original Employer. The purchaser, transferee or assignee shall also be bound by the terms of this Agreement.

19.08 The shop of every Employer shall be kept in a sanitary condition.

19.09 Bulletin Board

The Employer will provide space for a bulletin board for use by the Union.



ARTICLE XX - DURATION OF AGREEMENT

20.01 This agreement shall be effective on May 1, 1995, and shall remain in effect for a period of two years, ending on April 30, 1998, 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) prior to the expiry date for the party's intention to terminate this Agreement or to negotiate revisions thereto. Any Employer not being a member of the Toronto Master Bakers Association shall be required to sign a separate agreement with Local 181.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

DATED 8th day of July 1995.

**BAKERY, CONFECTIONERY & TOBACCO
WORKERS INTERNATIONAL UNION
LOCAL 181**

**THE TORONTO MASTER BAKERS
ASSOCIATION**

per: *Joe Potocz*
P. Estrin
Mr. P. Estrin

per: *[Signature]*
W. Zaduk
Mr. W. Zaduk

S. Bell

[Signature]
Mr. M. Sorek
Haymische Bakery

[Signature]
Mr. A. Sugar
Kiva's Bakery

[Signature]
Mr. D. Silverstein
Silverstein's Bakery

[Signature]
Mr. J. Libman
York Donns Bakery

[Signature]
Mr. N. Gardner
Steeles Bakery

[Signature]
Mr. M. Feig
Open Window Bakery