

SOURCE	Co.		
EFF.	95	04	01
TERM.	2000	03	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	JFC		

MEMORANDUM OF AGREEMENT

**BETWEEN: VENICE BAKERY LTD.
NORTH VANCOUVER, B.C.**

**AND: UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1518**

EXPIRY DATE: APR. 01/95 - MAR. 31/2000

RECEIVED
JAN 10 1995

11614 (01)

MEMORANDUM OF AGREEMENT MADE THIS 20TH DAY OF JUNE, 1995.

BY AND BETWEEN: VENICE BAKERY LTD.

(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1518, chartered by the United Food and Commercial Workers International Union, A.F.L., C.I.O., C.L.C.

(hereinafter referred to as the "UNION")

ARTICLE 1 PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement which has been negotiated and entered into in good faith:

- (a) to recognize mutually the respective **rights** and **functions** of the parties hereto;
- (b) to provide and maintain working conditions, hours of **work**, wage rates and benefits set forth herein;
- (c) to provide services and products of **high** quality;
- (d) to establish an equitable **system** for the promotion, **reclassification**, transfer, layoff and recall of employees;
- (e) to establish a just and prompt procedure for the disposition of grievances;
- (f) and generally, **through** the **full and fair administration of all the** terms and provisions contained herein, to **develop** and **achieve a** relationship **among** the **Union**, the Employer and the employees which will be conducive to **their** mutual well-being.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes **the Union as the sole** bargaining agent for all employees in the bargaining unit as defined in Article 2.02.

2.02 This Agreement covers all employees of **the** Employer in, the bargaining unit established in the **certification** issued by the British Columbia Labour Relations Board.

2.03 The omission of **specific** mention in this Agreement of existing **rights** and privileges established or **recognized** by the Employer shall not be construed to deprive employees of such **rights and** privileges. However, the parties agree that **benefits, compensation** and/or **conditions granted on a temporary** basis, may be **reduced** to **the** minimum provided in the Agreement, upon notice to the Union.

2.04 (a) There will be no unilateral revision, amendment or alteration of **any** of the **terms** and provisions of **this** Agreement during the specified life of the Agreement per Article 26.

- (b) Without limiting the generality of the foregoing, **no** classification of **work** or jobs may be removed from the bargaining unit except by mutual agreement, in writing, of the parties or **as** determined by the Labour Relations Board.

2.05 Within the enterprise the Employer **has** full authority to:

- (a) manage the enterprise, including the determination of the **work** to be performed, methods of performance, scheduling of work, the control of materials, the installation of equipment and operating methods;
- (b) to **maintain** order, discipline and efficiency, and **to** make, alter and amend rules of conduct and procedure for employees, provided ~~that~~ such rules are consistent with the purpose and **terms** of this Agreement and are administered in a **fair** and reasonable manner;
- (c) to hire, **direct**, transfer, promote, demote, layoff, suspend and discharge provided that such actions are consistent with the purpose and **terms** of this Agreement **and** provided ~~that~~ a claim by **an** employee that he **has been** disciplined or discharged without just cause, **will** be subject to the Grievance Procedure **as** outlined in Article 20 **and** the provisions relating to **warning**, suspension and discharge **as** outlined in Article 23.

2.06 The Employer will not contract out **work**. However, in the event the Employer, for sound economic **reasons**, must contract out **work**, it shall provide prior **written** notice to the **Union** and the parties **shall meet to** negotiate conditions including, but not limited to, retraining, transfers or reclassification, so that the negative effect on full-time employees **is limited**.

ARTICLE 3 UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the **Union** shall function and be **recognized** as follows:

U.F.C.W. Local 1518 Representatives are representatives of the employees in **all matters pertaining to this Agreement** particularly for the purpose **of** processing **grievances**, negotiating amendments or renewals of **this Agreement** and enforcing the employees' Collective Bargaining rights **as well as** any other rights under **this Agreement and** under the law.

- 3.02 (a) **Stewards will not absent themselves from their work to deal with grievances** without first **obtaining permission** of the Employer. Permission **will** not be withheld unreasonably and the Employer will pay such **Stewards at** their regular hourly rates while **attending** to such **matters**.
- (b) The Employer will **pay** employees **on the bargaining committee** their **respective** hourly rate, for time spent **negotiating a** Collective Agreement, whenever **this takes** place during the regular working hours of **the** employees concerned. The **total** hours paid by the Employer under **this** provision **shall be limited** to a **maximum** of one hundred (100) hours.

3.03 The Employer may **periodically** meet **with his** employees for the purpose of discussing any matters of mutual interest to the Employer and the employees. A U.F.C.W. Local 1518 Representative **may** attend such meetings.

3.04 **Shop Stewards' Recognition:** It is **recognized** that Shop **Stewards may be** elected or **appointed** by the **Union from** time to time and the Employer **will be kept** informed by the Union of such appointments or elections.

ARTICLE 4 NO STRIKES OR LOCKOUTS

- 4.01 During the term of **this** Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its' members.
- 4.02 During the term of **this** Agreement, or while negotiations for a further Agreement are being held, **the** Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when **this** is not warranted by the workload.
- 4.03 Picket Line Protection: The Employer agrees ~~that~~, in the event of a legal picket line of another trade union being in existence at any of the Employer's customers ~~within~~ the Bargaining Unit, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line ~~exists~~ at their place of work.

ARTICLE 5 EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force.
- 5.02 The Employer agrees to retain in **his** employ, ~~within~~ the Bargaining Unit **as** outlined in Article 2.02 of **this** Agreement, only members of the Union in good standing. The Employer shall be ~~free~~ to hire new employees who are not members of the Union, provided said nonmembers, whether part-time or full-time employees, **shall** be eligible for membership in the Union and **shall** make application ~~within~~ ten (10) days after employment and **become** members ~~within~~ **thirty** (30) days.
- 5.03 All new employees will be required to serve a probationary period **equal** to **six** hundred and twenty (620) hours worked, or **six** (6) months whichever occurs **first**.
- (a) Probationary employees shall be on trial to determine their suitability for regular employment. The Employer may **dismiss** a probationary employee if it does not **find** such employee suitable for regular employment. **This** is a standard for probationary employees **as** provided for in **Section 84.(1)** of the Labour Relations Code of British Columbia.
- (b) **Upon** successful completion of the probationary **period**, the employee's name ~~will~~ be entered in the **seniority** list **as** provided in Article **5.04**.
- 5.04 (a) All **new** employees **will** be considered part-time employees until they have **attained** six (6) consecutive **calendar** months during each of which they have **performed** not **less** than one hundred and twelve (112) **hours** of **work** (including statutory holidays and vacation **only**). **On** attaining ~~that~~ service level, employees will be considered full-time employees and their **seniority** date will be established for the full-time seniority list by **dividing** their accumulated hours of part-time work **since** their most **recent** date of hire by one thousand nine **hundred** and **fifty** (1,950).
- (b) Following completion of the probationary period, an employee will acquire **status** on a part-time seniority **list**, based **on** hours worked.
- 5.05 The Employer **shall** provide the Union with all **necessary information** regarding insurance and benefit plans, job postings and awards, terminations and hirings. **The name, address, date** of hire and classification of **new** employees shall be provided to the Union once monthly. **A** list of employees, showing their names ranked **according** to seniority, classification and rate, shall be forwarded to the Union during October and April in each year.

- 5.06 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

ARTICLE 6 CHECKOFF

- 6.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees.

The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official Dues Checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues Checkoffs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) week period, as well as the employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

ARTICLE 7 HOURS OF WORK AND OVERTIME

- 7.01 The regular work week shall consist of five (5) seven and one-half (7 ½) hour days.
- 7.02 Work performed in excess of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, shall be paid at the rate of time and one-half (1 ½). All overtime work performed in excess of ten (10) hours per day, shall be paid at two times (2x) the regular hourly rate.

Work in excess of eight (8) hours per day and forty (40) hours per week shall be paid at overtime rates for employees in the Delicatessen Department and Thrift Store Department.

Due to the fluctuation in the workday for full-time Sales Department non-commission employees, overtime rates will be applied only for work performed in excess of forty (40) hours per week. Overtime rates will have no application for commission employees.

- 7.03 The Employer will use its' best efforts to reduce the necessity for overtime. However, the parties realize that from time to time, because of the nature of the bakery business, events beyond the control of the Employer such as breakdowns, absenteeism, unexpected volume swings, vacation and holidays, may require overtime. To equalize and lessen the impact of overtime, the parties agree as follows:
- (a) The Employer may schedule up to one and one-half (1 1/2) hours of overtime on any five (5) of the nine (9) shifts surrounding a statutory holiday designated in Article 10.

- (b) In the case of a breakdown, the Employer will have the option of delaying the **start** of the next shift to try to spread the amount of work while minimizing the amount of overtime.
- (c) In cases of emergency resulting in overtime caused by illness, unusual volume fluctuations, or production delays, the Employer **agrees** to make a good faith effort to get the overtime work done by volunteers. Overtime work shall be voluntary and **this** implies the employees' right to refuse time in excess of normal hours. However, if there are insufficient volunteers, the Company reserves the right to **assign** the **work** in inverse order of seniority.
- (d) No driver will be required to work more than five (5) days in a week. Work beyond five (5) days in a week will be on a voluntary basis only.
- (e) Employees have the option of accumulating mandatory overtime hours at the applicable rates in lieu of **having** it paid out on the regular pay cheque.

Accumulated hours will be used as paid leaves of absence. Such leaves of absence will be **arranged** between the Employer and employee **and** mutually agreed upon.

Any unused accumulated hours in one (1) calendar year, if not used by May 15th, **will** be paid out in the first (1st) pay cheque of June. This clause will **expire** on the last day of **this** Agreement.

7.04 A lunch **period** of thirty (30) **minutes** shall be scheduled as near as possible to the middle of the shift, but in no event shall it commence before completion of three (3) hours worked or later than four and one-half (4 ½) hours into the **shift**. If the employee is required to take a lunch period outside of the **agreed upon** hours, then the lunch period will be paid at regular rates. **This** provision applies to all employees, however, if part-time employees work less than five (5) hours, the lunch period may be replaced by a second ten (10) minutes rest period.

If an employee in the maintenance classification, on shift alone, has an interrupted lunch break, or if a designated Occupational First Aid Attendant has a significant lunch break interruption, that employee's lunch break will be paid at regular rates.

7.05 There shall be a ten (10) minutes rest period, with pay, during each half of the **shift**, no sooner than one and one-half (1 ½) hours after **start** of work or after **start** of lunch and no later than two and one-half (2 ½) hours after **start** of work or after **start** of lunch. If it is judged that there will be a minimum of one (1) hour of overtime to be worked, then the employees **will** be entitled to an additional ten (10) minute rest **period** to be taken sometime during the hour.

- 7.06 (a) The Employer shall **post** all work schedules no later than twelve (12:00) noon Monday prior to the effective week. **Posted** schedules may only be revised with the consent of the employee concerned.
- (b) An employee shall not have less than fourteen (14) hours off between **shifts**. However, **this** provision **will** not apply in situations caused by breakdowns, **vacation**, illness, or injury relief, or employees **working** full-time relieving days **off** for other full-time employees. In any case, employees shall receive no less than twelve (12) hours off between **shifts**.
- (c) Notwithstanding any other provision of the Collective Agreement, if the Employer experiences uncontrollable emergency circumstances such as fire, flood, **earthquake** or other natural disaster or the failure of utility services - power, water, natural **gas**, etc., and finds it necessary to temporarily lay off employees until services are restored, no notice period shall apply. However, a minimum of four (4) hours pay will apply.

- 7.07 Employees reporting for work on the call of the Employer, including students on non-school days, shall be entitled to a minimum of two (2) hours' pay at the applicable hourly **rate**. Any employee called under **this** provision shall have the **right** of refusal.
- 7.08 The Employer will seek to provide all full-time employees a minimum of thirty-five (35) hours per work week. Where production levels require reduced hours, such reductions will be applied by department or unit and in reverse order of seniority.
- 7.09 It shall be the duty of the employee to advise the Employer **as early as possible** in advance of their **shift**, when, due to illness or other causes, they are unable to report for work.
- 7.10 Work Schedules will not be used for disciplinary purposes.
- 7.11 Truck and **Maintenance** Department employees called in for emergency work will, if requested, be provided a minimum of four (4) hours **work**.

ARTICLE 8 CLASSIFICATIONS AND RATES OF PAY

- 8.01 Employees shall be entitled in accordance with Schedule "A", to their normal classified **rate** for the entire shift even though a part of the **shift** may be worked in a lower classification. However, if the employee **works** in a lower classification day after day, the employee may be reclassified, subject to seniority and ability. Employees with dual classifications (i.e. Plant Assistant/Divider/Moulder Operator) will be paid the **rate** for the job performed.
- 8.02 A sixty cents (60¢) shift differential will be paid during the term of this Agreement, for all hours or any part thereof, between 6:00 p.m. and 6:00 a.m.
- All hours worked Saturday night between 6:00 p.m. and midnight shall be paid an additional premium of one dollar (\$1.00) per hour.
- Shift differential is not applicable to the Driver/Sales Department.**
- 8.03 Employees required to work on Sunday shall receive additional premium pay of one dollar (\$1.00) per hour.
- 8.04 Any variation in wages in excess of the schedule of wages shall be negotiated between Union and Management.
- 8.05 If additional classifications are established within the bargaining unit during the term of this Agreement, the rates for same shall be subject to negotiation between the Employer and the Union and subject to the provisions of Article 11.02(c).
- 8.06 Driver-Salesmen: The Employer agrees to consult the affected driver-salesman before route changes are made. In the event of disagreement, the Sales Manager shall meet with a U.F.C.W. Local 1518 Representative in an effort to settle the dispute. If the dispute cannot be settled, the employee effected may refer the issue to the grievance and arbitration procedure.
- 8.07 In case of a reduction in the size of a route or of a transfer to a different route, the affected salesman shall receive, during the six (6) months after such a change, at least the equivalent of his average weekly earnings during the previous six (6) months.

- 8 In the event of a change in the nature of a driver-salesman's job or a change in marketing procedures resulting in the erosion or escalation of income levels established in **this** Agreement, the Employer shall meet with the Union to discuss and negotiate a new method of computing **earnings** for driver-salesmen.
- 8.09 **Breakdown Assistance:** The Employer will provide wherever possible a supervisory or an hourly **paid** driver to **assist** the delayed driver with a vehicle breakdown.
- 8.10 **Equal Pay for Equal Work:** The Employer **shall** not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than **sex** does not constitute a failure to comply with **this** provision.

ARTICLE 9 VACATIONS

- 9.01 **Full-time Employees:** Full-time employees shall be entitled to the following **annual vacations**, according to the employee's "vacation year", with pay, calculated at regular **earnings** in effect **at** the time vacation is taken:

<u>"Vacation Year"</u>	<u>Time Off</u>	<u>Pay</u>
Start of employment to first December 31	- -	4% of total earnings
During vacation Year (1) (January 1 -December 31)	2 weeks	2 weeks
During Vacation Year (2)	2 weeks	2 weeks
During Vacation Year (3) up to and including year (6)	3 weeks	3 weeks
During vacation Year (7) up to and including year (13)	4 weeks	4 weeks
During Vacation Year (14) up to and including year (18)	5 weeks	5 weeks
During Vacation year (19) and thereafter	6 weeks	6 weeks

- 9.02 **"Vacation Year"** (calendar **year**) rather than the employee's anniversary year serves as the basis of vacation entitlement. The calculation of "vacation year" **begins as** of the employee's **first** January 1. Vacation pay is **earned** during each **vacation** year. New employees **will** have **their** vacation pay **earned from start** of employment to the **first January 1**, paid out with the third pay **period** of vacation year one (1), **equal** to four percent (**4%**) of total **earnings** and are thereafter subject to the vacation schedule.
- 9.03 The Employer will pay employees' entitled vacation pay no later than **the** payroll prior to a vacation or the payroll during or following a vacation, **at** the employees' option, provided the payroll department is given **two** (2) weeks advance notice. If no notice is given, regular pay cheques will be issued.

- 9.04 All vacation earned in a year must be taken in that year. No vacation is allowed to be carried forward (banked) unless specifically authorized. Wages shall not be paid in place of vacation.
- 9.05 Employees who terminate their employment before beginning their **first** vacation year shall receive vacation pay equal to four percent (**4%**) of total earnings. Employees who have taken their vacation according to the schedule and thereafter terminate, will have an amount equal to the unearned vacation pay deducted **from** their final cheque. Employees who terminate prior to taking entitled vacation shall receive pay equal to weeks earned on a prorated basis.
- 9.06 **Blank vacation schedules will be posted on November 15 of each year. Employees shall enter all choices by December 1, with the schedule to be confirmed by the Employer no later than December 31 in each year. A copy of the final schedule is to be forwarded to the Union. Vacations will be scheduled by seniority subject to operational needs.**
- 9.07 The Employer will endeavor to grant vacations **at** the time requested in the vacation season or period, considering business requirements. However, **as** a general rule, no employee is entitled to more than two (2) weeks' vacation during prime time (May 15 to September 15, and the weeks of Easter and Christmas). **Easter week shall be the short week of production associated with Good Friday. Christmas week shall be the short week of production associated with Christmas Day and Boxing Day.**
- 9.08 Notwithstanding Article 9.07, employees may take three (3) consecutive weeks vacation during prime time on completion of fourteen (**14**) years' service.
- 9.09 Statutory holiday pay will be issued **as per** Article **10.01** **during** the week the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee **shall** be entitled to a day **off**, without pay, **at** a mutually **agreed** upon time, **selected** within four (**4**) weeks of the actual holiday **and be taken within the calendar year in which the holiday occurs..**
- 9.10 Driver-salesmen shall be entitled to have their regular day **off**, or other day in lieu thereof, during the week in which one of the above mentioned holidays falls without loss of pay.
- 9.11 The following shall be considered **as** days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment.
- (a) absence on Workers' Compensation arising out of any one incident, **accruing** to a maximum of twenty-four (**24**) months, providing the employee returns to **his** employment.
 - (b) absence due to any one **illness**, **accruing** to a maximum of **six (6)** months, providing the employee returns to **his** employment. The Employer **shall** have the right to require a certificate from a **qualified** medical practitioner.
- 9.12 **Part-Time Employees:** Part-time employees **earn** vacation time **off** according to the schedule for full-time employees. However, the amount of vacation pay earned will be in proportion to all hours worked, **and** will be paid at the third pay **period** in the **beginning** of each year.

ARTICLE 10 STATUTORY HOLIDAYS

- 10.01 (a) **The** Employer agrees to pay **at** regular rates of seven **and** one-half (7 **1/2**) hours per day for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
B.C. Day	Boxing Day

(b) Any additional statutory holidays declared by either the Federal or Provincial Governments shall be covered by the provisions of this Article.

(c) All statutory holidays for Commission Drivers will be paid at a flat rate of

\$75.00 per day, no cuts. (In reference to Drivers/Sales Department.)

10.02 Article 10.01 applies only to employees who have attained regular full-time employment status under Article 5.04 (a), and who have worked the regularly scheduled workday before, **and** the regularly scheduled workday following the holiday, unless their absence is due to an authorized leave of absence or vacation with pay; or due to an illness or injury provided the employee **has** worked some time during the four (4) week period preceding the week in which the holiday occurs.

10.03 Part-time employees **shall** receive payment for statutory holidays proportionate to their actual time worked calculated on the **basis** of the four (4) calendar weeks preceding the holiday.

10.04 For the purpose of calculating guaranteed hours of work or overtime, paid holidays **shall** be considered as time worked.

10.05 (a) In view of production requirements on statutory holidays, either the day immediately before the holiday or the actual statutory holiday shall be observed **as** the employees' paid holiday.

(b) Employees who are required to work on the actual holiday, **shall** receive, for all hours worked on that day, premium pay of two dollars (\$2.00) per hour.

(c) If **an** employee is required to work both the day immediately before the holiday and the actual statutory holiday, the employee **will** be paid **an** extra one-half (½) time for seven and one-half (7 ½) hours.

(d) Statutory holiday pay will be issued **as** per Article 10.01 during the week the holiday occurs. In the event **that** an employee is required to work five (5) days during a holiday week, ~~that~~ employee shall be **granted** another day **off**, without pay, at the employee's choice **selected** ~~within~~ four (4) weeks of the actual holiday. The same principle **shall** apply when two (2) holidays occur in one (1) week.

ARTICLE 11 SENIORITY, LAYOFF AND PROMOTIONS

11.01 (A) **Seniority shall mean length of continuous service within the bargaining unit.**

(B) **Employees absent on approved leaves or other authorized absences shall retain and continue to accrue seniority unless specified otherwise elsewhere in the Collective Agreement.**

- 11.02 (A)** All new bids will be on a Departmental basis. However, after openings have been filled within a Department, then employees from other Departments will be considered to fill remaining vacancies. If given the job, they will keep their seniority date for benefits, but will have a new Department seniority date for bidding, vacation sign-up, layoff and recall,
- (B)** All base rate jobs within the Plant Department will be titled Plant Assistant.
- (C)** All regular full-time and part-time positions will be posted. If a position is not anticipated to continue for a period of five **(5)** months, it will not be recognized as a regular position and will not be posted unless it is a Trainee opportunity. Provided job related qualifications, ability and Departmental experience are relatively equal, seniority shall prevail in filling job postings.
- (D)** If a position is not posted per Article 11.02 (C) and it becomes apparent that the position will become a regular position, then it shall be posted unless the parties agree otherwise.
- (E)** Employees appointed as a result of a job posting will have up to ninety **(90)** days* in which to decide if they wish to retain their new position. If an employee decides to revert to their former position, they may do so with no loss of previous position, pay or seniority. Similarly, the Employer will have up to ninety **(90)** days* to assess the employee's performance in the new position. In the event the employee's performance is less than satisfactory during the trial period, they will be returned to their former position with no loss in former wage rate or seniority. Any employee promoted, appointed, or hired because of the rearrangement of positions shall also be returned to their former position at their former wage rate or be laid off, as applicable. All returns to former positions, and layoffs, if required, will be completed within not more than ten **(10)** working days after the trial employee has elected to revert or has been found less than satisfactory. No other notice periods referred to elsewhere in the Agreement will have application in such a circumstance.
- * Thirty (30) working days for Driver/Sales Department, except for Driver/Sales involving out of town relocation in which case the ninety **(90)** days would apply,
- (F)** Employee(s) promoted to nonbargaining unit positions will retain seniority rights to bump back into the bargaining unit for a period of six **(6)** months.
- (G)** Notwithstanding any other provision of this Agreement, it is mutually agreed that positions designated as Assistant Foreman or Lead Hand will be posted, however, the selection of the successful candidate will be based on the competitive assessment of merit.
- (H)** In the event of layoff, employees will be laid off in reverse order of seniority within their classification and Department or Unit. (See attached Letter of Understanding.)
- (I)** The Chief Steward(s) shall be given a list, in advance, of employees who are to be laid off or recalled.
- (J)** As opportunities occur, employees will be recalled to work in order of seniority within their classification and Department or Unit. (See attached Letter of Understanding.)

- (K) No junior on-call employees will be utilized while there is a regular employee on layoff who is available and capable of performing the work.
- (L) Regular full-time or part-time employees in classifications senior to Plant Assistant who are scheduled to be laid off may either accept the layoff or bump into the position held by the junior employee within their classification and Department or Unit. (See attached Letter of Understanding.)
- (M) Part-time employees wishing to become full-time and vice versa will achieve such changes only through bidding on job postings.

Part-timers wishing to work full-time shall have their seniority start date calculated according to the formula -- all hours worked divided by one thousand nine hundred fifty (1,950) to establish such seniority start date.

Full-timers wishing to become part-time shall have their years of service multiplied by a factor of one thousand nine hundred fifty (1,950) for placement on the part-time seniority list.

11.03 Seniority rights shall cease for any employee who:

- (A) Voluntarily terminates their employment;
- (B) Is discharged, and such discharge is not reversed through the Grievance Procedure;
- (C) Fails to report on the first day following the expiration of a Leave of Absence without acceptable explanation;
- (D) Is absent for more than five (5) consecutive working days without notification to the Employer and without reasonable explanation;
- (E) Is laid off for a continuous period of more than twelve (12) consecutive months. It is agreed that it will be the employee's responsibility to keep the Employer informed of a current address. An employ& shall similarly maintain seniority rights for twenty-four (24) months in the event of absence due to an accident, sickness, or W.C.B. After an employee has been on layoff or nonindustrial injury or illness for six (6) months, or off on W.C.B. for twelve (12) months, their seniority will cease accruing.

- 11.04**
- (A) If lack of work, beyond the control of the Employer which is not subject to the technological change provisions of Article 12, results in the temporary layoff of employees, the employees affected shall be given a minimum notice on work schedules no later than 12:00 noon on the Monday prior to the effective week or three (3) days' pay.
 - (B) If lack of work, not subject to the technological change provision of Article 12, results in the termination of employees with six (6) months', but less than three (3) years of seniority, written notice of at least two (2) weeks shall be given. Employees with three (3) years' seniority shall be entitled to three (3) weeks' notice of termination plus one (1) additional week's notice for each subsequent completed year, to a maximum of ten (10) weeks' notice. The Employer may pay employees' severance pay equal to the period of notice required.

- 11.05 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five **(5)** workdays after the layoff took place.
- 11.06 Any employee laid **off** and recalled for work must return within five **(5)** working days when unemployed and within fourteen **(14)** calendar days when employed elsewhere after being recalled, or make definite satisfactory arrangements with the Employer to return.
- 11.07 Job posting referred to in Article 11.02 (C) shall be placed in conspicuous locations (including the secured notice boards) for a minimum of seven (7) calendar days. An employee absent when a vacancy is posted shall receive equal consideration provided a Union Steward notified the Company in writing, within the seven **(7)** calendar day posting period, that the absent employee is an applicant for the posted vacancy.
- 11.08 Previously successful job bid applicants may not apply for vacancies within twelve (12) months of a job award unless written notice is submitted by the employee for one alternate job preference at the time of appointment. The employee may bid on that preference.
- 11.09 If a sales route involves the relocating of an employee, the employee will be given up to five **(5)** calendar weeks in which to relocate..

ARTICLE 12 TECHNOLOGICAL CHANGE

- 12.01 The Employer shall **notify** the **Union** two (2) months in advance of its' intent to institute material changes in production methods or Facilities.
- 12.02 Where jobs are eliminated due to the introduction of labour-saving equipment or technological change, the displaced employee will either be trained to operate the new equipment or be **trained** for other duties, at the discretion of Management.
- 12.03 Employees whose employment is terminated because of **technological** change or automation, **shall** be entitled to severance pay of **one (1) weeks'** pay **at his** regular straight time rate for each **fifty-two (52)** weeks of employment **with** the Employer.
- 12.04 Where the Employer introduces or intends to introduce a **technological** change **that** alters significantly the **basis** upon which the Collective Agreement **was** negotiated, either party may, if the dispute cannot be settled in **direct negotiations**, refer the matter directly to **an Arbitration** Board pursuant to Article 21 of the Collective Agreement by bypassing **all** other steps in Grievance Procedure.

ARTICLE 13 JURY DUTY SUPPLEMENT

- 13.01 The Employer shall compensate regular full-time employees **with** seniority **as** provided in Article 5.04 (a), for the difference between their **wages** and payment received while performing **(1) jury** duty; or **(2)** while serving **as** a subpoenaed **witness** in a court **action** or coroner's **inquest**, **NO** payment will be made for employee originated actions.

ARTICLE 14 INSURANCE

14.01 In order to protect the employees and their dependents from the financial hazards of illness and accidents, the Employer agrees to contribute one hundred percent (**100%**) of the premium cost and provide coverage for:

- a) Medical Services Plan of British Columbia;
- b) Extended Health Benefits Plan;
- c) Dental Care Plan;
- d) Group Life Insurance (including Accidental Death and Dismemberment)
- e) Long Term Disability Plan

Coverage under the foregoing from April **1, 1995** to October **31, 1995** will be as provided for in a Letter of Understanding between the parties.

Effective November **1, 1995**, coverage will be:

Medical Services Plan: Providing required medical, surgical and obstetrical services;

Eligibility: **Six** hundred and twenty (**620**) hours of work for the following month's coverage. Coverage will be maintained for employees working at least ninety (**90**) regular hours in each four (**4**) week payroll period thereafter.

Extended Health Benefits Plan: Providing assistance for payment of prescribed drugs and medicine, as well as medically required services and supplies.

- i) Incorporating a Prescription Drug Plan
- ii) Eyeglasses, lenses and frames or contact lenses to a maximum of one hundred and eighty dollars (**\$180.00**) per person per year (non-deductible),
- iii) Hearing Aids to a **maximum** of five hundred and fifty dollars (**\$550.00**) per person once every four (**4**) years (non-deductible). If **two (2)** hearing aids are prescribed the maximum is eleven hundred dollars (**\$1,100.00**) per person once every four (**4**) years (non-deductible).

Eligibility: **Six** hundred and twenty (**620**) hours of work. Coverage **will** be maintained for employees working at least ninety (**90**) regular hours in each four (**4**) **week** payroll period thereafter.

U.F.C.W. Local 1518 Dental Plan: Providing payment on the basis of current fee schedules, of ninety percent (**90%**) of the cost of basic dental services including dentures, seventy-five percent (**75%**) of the cost of crowns, bridges. The Plan will pay seventy-five percent (**75%**) of the dental fee schedule for orthodontic services. The lifetime orthodontics maximum is **two** thousand two hundred fifty dollars (**\$2,250.00**) per person except for members under the age of nineteen (**19**) and dependent children under the age of nineteen (**19**), in which case the lifetime **maximum** is three thousand dollars (**\$3,000.00**).

Eligibility: One thousand (**1,000**) hours of service with a minimum of **two** hundred and forty (**240**) hours in the first three (3) of the four (**4**) previous consecutive four (**4**) week payroll periods. Coverage will be maintained for employees who continue to satisfy the **two** hundred and forty (**240**) hour requirement.

Group Life Insurance/Accidental Death and Dismemberment: Providing basic life insurance at one and one half (**1%**) times annual earnings, rounded to the next higher one thousand dollars (**\$1,000.00**). Maximum limit is \$75,000.00.

Optional life insurance, at employee expense, for members and/or spouses is available in accordance with Plan conditions after one (1) year of employment.

Eligibility: Six hundred and twenty (620) hours of work for the following month's coverage. Coverage will be maintained for employees working at least ninety (90) regular hours or more in each four (4) week payroll period thereafter.

Lone Term Disability Plan: Providing sixty percent (60%) of regular monthly earnings * to a maximum earnings level of fifty thousand dollars (\$50,000.00), subject to reduction for other disability income or entitlement. If you are still disabled when Weekly Indemnity benefits conclude, Long Term Disability benefits, in accordance with Plan conditions, are payable to the earliest of normal retirement date (age sixty-five (65)), recovery or death.

* Exclusive of bonuses and overtime.

Eligibility: Six hundred and twenty (620) hours of work for the following month's coverage. Coverage will be maintained for employees working an average of thirty (30) hours or more per week for the preceding four (4) week payroll period.

- 14.02 Employees will pay by means of payroll deductions, one hundred percent (100%) of the premium costs of Weekly Indemnity. Weekly Indemnity (W.I.) benefits pay sixty percent (60%) of regular weekly earnings * to a maximum earning level of fifty thousand dollars (\$50,000.00) from the 1st day of sickness or non-occupational accident resulting in hospitalization, or from the fourth (4th) day of any other sickness or non-occupational accident. This particular plan is known as a U.I.C. carve out plan. The first two (2) weeks are covered at sixty percent (60%) of your regular weekly earnings *. The next fifteen (15) weeks are covered by the U.I.C. Sick Plan benefit. The last nine (9) weeks are covered at sixty percent (60%) of your regular weekly earnings * under this Plan for a maximum of twenty-six (26) weeks.

* Exclusive of bonuses and overtime.

Eligibility: Six hundred and twenty (620) hours for the following month's coverage. Coverage will be maintained for employees working ninety (90) or more regular hours in each four (4) week payroll period thereafter.

- 14.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

- 14.04 The Employer agrees to continue to pay premiums and maintain insurance coverage herein provided as follows:

- a) in the event of a layoff to the end of the month following the month the employee is laid off;
- b) in the event of a non-compensable sickness or accident, to the end of the sixth (6th) month following the month first incapacitated; and
- c) in the event of a compensable sickness or accident (W.C.B.) to the end of the twelfth (12th) month following the month first incapacitated.
- d) The Employer agrees with the Union, along with other Employers who have similar arrangements with the Union, to do such things as may be required to become and remain an Employer under the U.F.C.W. Local 1518 Health and Welfare Plan and the U.F.C.W. Local 1518 Dental Plan. These Plans will cover members of the Union employed by those

Employers and the dependents of such members in accordance with the eligibility provisions adopted by the Trustees.

14.05 U.F.C.W. Local 1518 Dental Plan

The Employer agrees to make contributions to the fund of twenty-nine (~~29¢~~) cents per hour for each straight time hour of actual work by all employees within the bargaining unit of this Collective Agreement. The Employer is required to report all hours on Workers' Compensation **as** hours worked to the end of the ~~twelfth~~ (12th) month following the month first incapacitated **as** per Article 14.04. Such contributions shall not exceed eleven dollars and ~~sixty~~ cents (\$11.60) per week for any one employee. If it is determined by actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice. The initial rate of contribution established may not be increased in any year by more than three percent (3%).

Paid vacations for full-time employees and statutory holidays for all employees shall be considered **as** time worked for all purposes of the U.F.C.W. Local 1518 Dental Plan.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution, and subsequently to the U.F.C.W. Local 1518 Dental Plan **as** established, and shall do **so** not later than twenty-one (21) days after the close of the Employer's four (**4**) or five (**5**) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted **as** stipulated herein.

ARTICLE 15 PENSION PLAN

15.01 It is **agreed** that a Venice Bakery Ltd. Employee Pension Plan (Reg. No. 38923), will be available to all eligible employees **as** defined in the Pension Plan provisions, effective April 1, 1975. The Pension Plan shall be altered only by mutual agreement of the parties.

Contributions will be made at the level of one percent (1%) for eligible employees with two (2) or more, but less than five (5) years of service and at the level of four and one half percent (4½%) for eligible employees with five (**5**) or more years of service.

It is mutually agreed between the parties that during the life of the agreement a discussion may be initiated by the Union to consider an alternate **Plan** Carrier provided there is no additional cost to the Employer.

ARTICLE 16 LEAVES OF ABSENCE

16.01 Leave of Absence - After 3 years: Venice Bakery Ltd. will grant a leave of absence, without loss of seniority rights, for a maximum period of two (2) months, to all full-time employees on completion of three (3) years of service. The leave shall be without pay, **and** if in excess of one (1) month, without benefits. The following guidelines apply:

- (a) leaves of absence must be taken between September 15 and May 15;
- (b) employees **must** submit twenty-one (21) days minimum written notice;

- (c) leaves of absence will generally be limited to one (1) person **from** a department, based on seniority;
- (d) the employees' job will be protected and will be available on return;
- (e) requests for a leave of absence will be decided jointly by the Employer and the Union.

The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.

16.02 Education Leave. Extended Vacation Leave: Additional leaves of absence may be granted for up to one (1) year for educational purposes or extended vacations. Only full-time employees, with at least five (5) years of service, are eligible. The leave shall be for only one (1) occasion during term of employment, without pay, without benefits, and with no accrual of seniority. In no case shall a leave of absence be given to an employee for the purpose of working in the trade in another plant or for self-employment.

16.03 If the employee furnishes false information regarding a leave of absence request, or fails to abide by the terms of leave of absence, he or she shall be subject to discipline.

16.04 Bereavement Leave: In the event of death in an employee's immediate family (parents, sister, brother, grandfather, grandmother, mother-in-law, or father-in-law) the employee shall be entitled to be absent from work two (2) days with pay. In the event of the death of a spouse or child, the employee shall be entitled to a paid three (3) day leave. Employees who do not complete their shift following notification of a death in the immediate family, shall be paid full shift hours, in addition to the foregoing bereavement leave.

16.05 Maternity Leave

- (a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests. Such request must be made at least four (4) weeks before the day specified as the day on which the employee proposes to commence maternity leave and must be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (b) Regardless of the date of commencement of the leave, the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for a shorter period must be given in writing at least one (1) week before the date the employee intends to return to work and the employee must furnish a certificate of a medical practitioner stating that she is able to resume work.
- (d) Where an employee gives birth or the pregnancy is terminated before a request for Maternity Leave is made, on request, the employee shall be granted leave without pay for a period of six consecutive weeks. Such request must be accompanied by a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date. The leave will commence on the date specified in the certificate and may be for a shorter period if the employee requests.
- (e) Where an employee who has been granted leave under Article 16.05 is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employee shall be granted further leaves

without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

16.06 Parental Leave

- (a) **An** employee on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (b). Such request **must** be made at least four (4) weeks before the day **on** which the employee proposes to commence Parental Leave and must be accompanied by a certificate or other evidence stating the date or probable date of birth of the child, or a letter from the agency that placed the child providing evidence of the adoption of the child.
- (b) The employee is entitled to Parental Leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:
 - (i) in the case of a natural mother, immediately following the end of Maternity Leave, unless the Employer and employee agree otherwise;
 - (ii) in the case of a natural father, following the birth of the child and within the **fifty-two (52)** week period **after** the birth date of the new born child;
 - (iii) in the case of an adopting mother or father, following the adoption of the child and **within** the fifty-two (52) week period **after** the date the adopted child comes into the actual care and custody of the mother or father.
- (c) If the new born child or adopted child **will** be or **is** at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father and it is certified by a medical practitioner or the agency that placed the child that an **additional** period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further Parental Leave of absence **from** work, without pay, for a period not exceeding a total of five (5) consecutive weeks **as** specified in the certificate, commencing immediately following the end of the Parental Leave taken under subsection (b).

16.07 **An** employee's combined entitlement to a leave of absence from work under Articles 16.05 and 16.06 **shall** not exceed a total of thirty-two (32) weeks.

16.08 The Employer may require an employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate **from** a medical practitioner stating that she is able to perform her duties.

16.09 The Union may request Leaves of Absence for any employee to **attend** to Union business including conventions, conferences, seminars, negotiations, secondments, etc., by submitting such requests in writing at least **two** (2) weeks prior to the proposed effective date. Such requests **will** not be unreasonably denied.

The Employer **will** bill the Union and the Union **will** reimburse the Employer for wages and benefit contributions made on the employee's behalf during such absence.

16.10 Visits of Union Representatives: Duly authorized full-time Representatives of the Union **shall** be entitled to visit the various workplaces for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

Such visits **will** be arranged through the senior management representative on site and interviews, etc., **will** be carried out so **as** not to interfere **with** the operational responsibilities of employees.

ARTICLE 17 UNIFORMS

- 17.01 The Employer agrees to pay the entire cost of supplying and cleaning Uniforms and other clothing to be worn by driver-salesmen and other employees. Truck mechanics will be supplied with pants and shirts in addition to coveralls.

ARTICLE 18 SICK LEAVE BENEFITS

- 18.01 (a) Regular full-time employees will be entitled to sick leave benefits at the rate of one-half (½) day's pay for each month of full-time employment, up to a maximum of ~~six~~ (6) days. Sick leave benefits shall be paid ~~on~~ the second (2nd) and third (3rd) regularly scheduled working days of absence at the rate of three and threequarters (3 ¾) hours paid per day (50% of normal day). However, if an employee has not been paid sick leave during the previous four (4) four (4) week payroll periods, the ~~first~~ (1st) day of absence ~~shall~~ be paid at the rate of 100%.
- (b) Any employee found to have falsified or misrepresented time ~~off~~ as sick leave or requested payment for time ~~off~~ when not legitimately sick, will be subject to discipline.

ARTICLE 19 SAFETY AND HEALTH

- 19.01 The Employer will provide and ~~maintain~~ WCB required ~~first~~ aid equipment and supplies and will make every reasonable effort to ensure ~~that~~ a competent first aid ~~attendant~~ is available at each ~~shift~~.
- 19.02 The Employer and the ~~Union~~ agree to maintain Health and ~~Safety~~ Committees. The Committees shall function in accordance with the Workers' Compensation Board Health and ~~Safety~~ Regulations. ~~Safety Committee(s)~~ shall meet regularly to discuss ~~and~~ promote safety ~~standards~~. Minutes shall be kept at all meetings with copies to be posted and forwarded to the ~~Union~~ via a ~~Union Safety~~ Steward.
- 19.03 In the event an employee meets with a compensable time-loss accident on the job, the Employer ~~shall~~ pay the employee ~~his~~ normal ~~earnings~~ for the entire ~~shift~~, regardless of ~~actual~~ hours ~~worked~~. The benefit herein provided will ~~be reduced~~ by the amount payable under any group insurance or compensation scheme.
- 19.04 Where ~~an~~ employee presents ~~himself~~ for ~~work~~ after some ~~period~~ of illness or incapacity, and reasonable ~~grounds~~ for requiring a ~~medical~~ examination ~~can~~ be ~~shown~~ to exist, the employee may be required to submit to a ~~medical~~ examination by a competent physician, at the Employer's expense. The employee ~~shall~~ be paid ~~his~~ time at ~~normal~~ hourly ~~rate~~ and for reasonable travel costs.
- 19.05 Safety Shoe Allowance: The Employer will pay fifty percent (50%) of the ~~cost~~ of Company approved safety footwear to a maximum of ~~fifty~~ dollars (~~\$50.00~~) per year, ~~on~~ ~~submission~~ of receipts, to all employees required to ~~wear~~ protective footwear.

ARTICLE 20 GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the Stewards, the ~~Union~~ Officers and the U.F.C.W. Local 1518 Representatives specified in Article 3 ~~as~~ the agents through which employees ~~shall~~ process their grievances and receive settlement thereof.

- 2 The Employer or the Union shall not be required to consider or process a grievance which arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, **this** limitation period shall not begin to run until the action or condition has ceased. The **limitation** period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 20.03 Step 1: Any employee having a complaint may with or without a Steward, or a U.F.C.W. Local 1518 Representative, submit the complaint to his/her immediate supervisor within ten (10) calendar days of the act or condition causing the complaint. **This** supervisor will deal with the complaint not later than the **fifth** (5th) calendar day following the day upon which the complaint is submitted and will notify the employee or the Union Representative of his/her decision.
- Step 2: If the complaint is not settled under Step 1, a Steward or a U.F.C.W. Local 1518 Representative may within ten (10) calendar days of the decision under Step 1, or within ten (10) calendar days of the day **this** decision should have been made, submit a written grievance to the Employer. The parties **shall** meet to discuss the grievance within seven (7) calendar days after the grievance **has** been filed. The Employer **shall** notify the grievor and the Union Representative of his/her decision in writing within five (5) calendar days following the said meeting.
- 20.04 Sexual Harassment: Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

ARTICLE 21 ARBITRATION

- 21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, either the Employer or the Union, by written notice to the other, **shall** have the right to appeal the dispute to an impartial Arbitrator or Arbitration Board. Such appeal must be taken within **sixty** (60) calendar days **from** the date of the decision given at Step 2 of the Grievance Procedure. Any grievance not advanced to the next step, within the time limit in that step, shall be deemed abandoned. Time **limits** may be extended by mutual agreement of the Employer and the Union in writing, then the new date **shall** prevail.
- 21.02 If a notice of desire to arbitrate is served, the two parties **shall** meet in an attempt to obtain agreement to refer the matter to **an agreed** upon single Arbitrator within seven (7) calendar days of service, **who will** meet with the authorized representatives of the **Union** and the Employer in a hearing to ascertain both sides of the case.
- 21.03 The decision of the single Arbitrator will be **final** and binding on the two parties to the dispute and shall be applied forthwith.
- 21.04 If the parties fail to agree to refer the matter to an **agreed** single Arbitrator within seven (7) calendar days of the service **as aforesaid**, the two parties **shall** each then nominate **an** Arbitrator within seven (7) calendar days of the failure to refer the matter to an **agreed** upon single Arbitrator and **shall** notify the other party of the name of the **aforesaid** nominee. The two Arbitrators so appointed **shall** attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) calendar days of their appointment, either party may request the Minister of Labour to appoint **an** impartial **Chairman**.
- 21.05 No person may be appointed **as Chairman** who **has** been involved in an attempt to negotiate or settle the grievance.
- 21.06 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served **personally** or by registered **mail**. If served by registered mail, the date of mailing **shall** be deemed **to be** the date of service.

- 21.07 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time **limits** set *out in* Article 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.08 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board **just** and equitable.
- 21.09 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.
- 21.10 In the case of **dismissal** of an employee, the Employer agrees to waive the normal arbitration procedure and the matter shall be processed to arbitration by a sole arbitrator, **within thirty (30) days** of the notice to proceed to arbitration having been received by the Employer. This **thirty (30) day** period may be extended by mutual agreement of the **Union** and the Employer.

In reaching its decision, the Arbitrator shall be governed by the provisions of **this** Agreement. The Arbitrator shall not be vested with the power to change, modify or alter **this** Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by **law**.

The findings and decision of the Arbitrator shall be binding and enforceable **on** all parties.

ARTICLE 22 EXCLUSION OF LABOUR RELATIONS CODE SECTION 50

- 22.01 The operation of Subsections **(2)(3)** of Section 50, of the Labour Relations Code is hereby specifically excluded from **this** Collective Agreement.

ARTICLE 23 WARNING, SUSPENSION AND DISCHARGE

- 23.01 If after an appropriate **number** of verbal warnings, an employee's attitude or performance fails to improve, the Employer shall issue a **written** warning, and a copy of **this** warning will be forwarded immediately to the business **office** of the U.F.C.W. Local 1518. Upon reasonable notice, the **Union** or the employee shall have **access** to an employee's complete employment file.
- 23.02 **An** employee may be suspended or discharged for proper cause by the Employer. Within ten (10) calendar days following **the** suspension or discharge, the employee involved together with a Union Representative, may **interview** the Employer concerning the reason leading to the suspension or discharge. Within **ten (10) calendar days** following the **interview**, the **Union** may submit the complaint to Arbitration, by-passing **Steps 1** and **2** of the Grievance Procedure.

ARTICLE 24 UNION-MANAGEMENT MEETINGS

- 24.01 The Employer and the **Union** agree to schedule a Union-Management meeting every three **(3)** months, or **as** required, during the life of this Agreement. The meetings shall serve **as** a forum for discussion and consultation affecting matters of joint interest. The Employer and the Union shall each appoint a **maximum** of four **(4)** representatives to the committee. Minutes shall be kept and distributed to all committee members and shall be posted for the information of all employees.



ARTICLE 25 MISCELLANEOUS

- 25.01 Union Decal: The Employer agrees to display the official Union decal of the United Food and Commercial Workers International Union where it can be seen by customers.
- 25.02 Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- 25.03 Time Off to Vote: The Employer agrees to fully comply with any law requiring that employees be given time off to vote.
- 25.04 Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) **years** or such longer time **as** may be required to establish his or her proper rate of pay.
- In any grievance regarding hours **worked** by an employee, the Employer **shall** promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure **shall** apply.
- 25.05 Intimidation: No employee shall be discharged or discriminated against for any lawful Union activity, or for serving **on** a Union committee outside, of business hours, or for reporting to the Union the violation of any provision of **this** Agreement.
- 25.06 No Discrimination: **Both** the Employer **and** the Union endorse the principles outlined under the B.C. **Human** Rights Act.
- 25.07 Bulletin Boards: Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas on the premises **as** mutually agreed. It is understood ~~that~~ these bulletin boards are the property of the Union and shall be for their exclusive use. These bulletin boards **shall** be used for posting of items such **as** meeting notices, health and safety information, contract information and general correspondence. **All** other documentation **will** be presented to the General Manager for approval.
- 25.08 Should legislative change render any part of **this** Agreement null and void, **and/or** the effect of such change substantially alter the basis on which the Agreement was negotiated, the parties **shall** meet to negotiate revised **terms** in respect of ~~that~~ part of the Agreement. If the parties **cannot agree** on revised **terms**, then interest arbitration will be used to conclude the matter.
- 25.09 Employees are entitled to a "make-up cheque" within four (4) days of the report of **an** error.

ARTICLE 26 EXPIRA AND RENEWAI

- 26.01 This Agreement shall be for the **period from and including** April 1st, 1995 , to and including March 31st, 2000 , and **from** year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding March 31st, 2000 , or any subsequent anniversary date thereafter to:
- A. Terminate **this** Agreement, in writing, effective March 31st, 2000 , or any subsequent anniversary thereof,
- B. Require the other party to **this** Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of **this** Agreement.

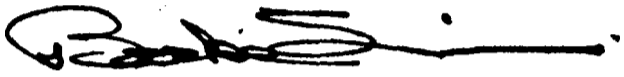
Should either party give notice pursuant to Article 26.01 (B) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- C. The Union gives notice of strike in compliance With the Labour Relations Code of British Columbia, or
- D. The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

26.02 **Notwithstanding** Article 26.01, the parties agree **that** all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

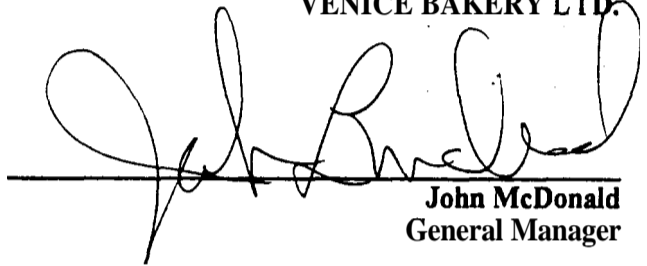
SIGNED THIS 19TH day of SEPTEMBER, 1995.

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**



Brooke Sundin, President and
Chief Executive Office

VENICE BAKERY LTD.



John McDonald
General Manager

SCHEDULE "A"
Classification and Wage Rates

PLANT DEPARTMENT
BAKERY UNIT

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>	<u>04/01/99</u>
Assistant Foreman	\$22.71 *	\$22.81	\$22.96	\$23.16	\$23.41
Dough Mixer	21.55 *	21.65	21.80	22.00	22.25
Dough Mixer Trainee (900 hrs)	20.39 *	20.49	20.64	20.84	21.09
Scaler	20.39 *	20.49	20.64	20.84	21.09
Vacation Relief	20.39 *	20.49	20.64	20.84	21.09
GW6 Operator After 900 hrs	20.97 *	21.07	21.22	21.42	21.67
Divider/Moulder Operator	20.39 *	20.49	20.64	20.84	21.09
Break Relief	20.39	20.49	20.64	20.84	21.09
Plant Assistant	17.90 *	18.00	18.15	18.35	18.60

BR

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

PASTRY UNIT

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>	<u>04/01/99</u>
Pastry I	\$21.55 *	\$21.65	\$21.80	\$22.00	\$22.25
Pastry II	19.04 *	19.14	19.29	19.49	19.74
Plant Assistant	17.90 *	18.00	18.15	18.35	18.60

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

SAMTATION UNIT

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>	<u>04/01/99</u>
Assistant Foreman,	\$20.10 *	\$20.20	\$20.35	\$20.55	\$20.80
Plant Assistant	17.90 *	18.00	18.15	18.35	18.60

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

SHIPPING UNIT

	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>	<u>04/01/98</u>	<u>04/01/99</u>
Assistant Shipping Foreman	\$20.10 *	\$20.20	\$20.35	\$20.55	\$20.80
Machine Operator	18.65 *	18.75	18.90	19.10	19.35
Checker	18.65 *	18.75	18.90	19.10	19.35
Vacation Relief	18.65 *	18.75	18.90	19.10	19.35
Break Relief	18.65	18.75	18.90	19.10	19.35
Plant Assistant	17.90 *	18.00	18.15	18.35	18.60
Receiver/Stockperson	18.48 *	18.58	18.73	18.93	19.18

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

Assistant "Break In" Rates
 Employees Hired After September 2nd, 1989 • Until March 28th, 1992
 (Regular and Overtime)

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
0 - 600 hours	\$11.36 *	\$11.46	\$11.61	\$11.81	\$12.06
601 - 1,500 hours	12.79 *	12.89	13.04	13.24	13.49
1,501 - 2,925 hours	14.22 *	13.32	14.47	14.67	14.92
Thereafter Full Assistant Rate					

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

Employees Hired on or After March 29, 1992
 The Following Schedule is Effective From April 1, 1995 - Until March 31, 2000

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
0 - 450 hours	\$10.01 *	\$10.11	\$10.26	\$10.46	\$10.71
451 - 900 hours	10.31 *	10.41	10.56	10.76	11.01
901 - 1,350 hours	10.71 *	10.81	10.96	11.16	11.41
1,351 - 1,800 hours	11.21 *	11.31	11.46	11.66	11.91
1,801 - 2,250 hours	11.44 *	11.54	11.69	11.89	12.14
2,251 - 2,500 hours	11.74 *	11.84	11.99	12.19	12.44
2,501 - 2,750 hours	12.14 *	12.24	12.39	12.59	12.84
2,751 - 3,000 hours	12.64 *	12.74	12.89	13.09	13.34
3,001 - 3,300 hours	12.87 *	12.97	13.12	13.32	13.57
3,301 - 3,600 hours	13.17 *	13.27	13.42	13.62	13.87
3,601 - 3,900 hours	13.57 *	13.67	13.82	14.02	14.27
3,901 - 4,200 hours	14.07 *	14.17	14.32	14.52	14.77
Thereafter Full Assistant Rate					

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

TRUCK AND MAINTENANCE DEPARTMENT

Maintenance Unit

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
Lead Hand - Certified	\$24.57 *	\$24.67	\$24.82	\$25.02	\$25.27
Lead Hand - Uncertified	23.57 *	23.67	23.82	24.02	24.27
Plant Mechanic/Carpenter					
Certified	23.13 *	23.23	23.38	23.58	23.83
Uncertified	22.13 *	22.23	22.38	22.58	22.83
Apprentice/Applicable percentage (%) of Journeyman rate					

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
Truck Mechanic/Certified	\$23.13 *	\$23.23	\$23.38	\$23.58	\$23.83
Truck Mechanic/Uncert.	22.13 *	22.23	22.38	22.58	22.83
Apprentice/Applicable percentage (%) of Journeyman rate					

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

DELICATESSEN DEPARTMENT

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
I/C Sandwich	\$15.83 *	\$15.93	\$16.08	\$16.28	\$16.53
Clerk	15.08 *	15.18	15.33	15.53	15.78
Clerk (0 - 480 hrs)	11.35 *	11.45	11.60	11.80	12.05

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

THRIFT STORE DEPARTMENT

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
Senior Clerk	\$11.35 *	\$11.45	\$11.60	\$11.80	\$12.05
Clerk	10.85 *	10.95	11.10	11.30	11.55

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

DRIVER/SALES DEPARTMENT

	04/01/95	04/01/96	04/01/97	04/01/98	04/01/99
Part-Time and					
Special Delivery	\$11.35 *	\$11.45	\$11.60	\$11.80	\$12.05
After 1,040 hrs	12.93 *	13.03	13.18	13.38	13.63
Shipping Driver (per wk)	725.00 *	729.00	735.00	743.00	753.00
Transport Driver Vancouver Island Per trip	216.30 *	217.30	218.80	220.80	223.30
Sales Warehouseman	16.55 *	16.65	16.80	17.00	17.25
Route Recovery Person	15.00 *	15.10	15.25	15.45	15.70
Relief Driver	Average of Plant Routes, Plus \$15.00 *				
Driver/Salesman	8% Commission on Net Sales,				
	229.00 *	233.00	239.00	247.00	257.00
Noncommission Drivers	604.00 *	608.00	614.00	622.00	632.00
0 - 1,240 hrs	554.00 *	558.00	564.00	572.00	582.00

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

SALES

1. Driver/salesman on commission routes are guaranteed a minimum gross earnings per two (2) week payroll period of

04/01/95	\$1,208.00 *
04/01/96	1,216.00
04/01/97	1,228.00
04/01/98	1,244.00
04/01/99	1,264.00

* Denotes Signing Bonus - \$400.00 (pro-rated for part-time)

2. Driver/Salesman shall be paid biweekly and shall have their earnings computed a minimum of every two (2) weeks with pay stubs indicating salaried income and commission. The relation to sales volume and a specific time period will be provided on computer printouts.
3. Driver/Salesman shall receive credit for all net sales on their routes.
4. Drive/Salesman required to work on their regularly scheduled day off shall have the option of another day off, mutually agreed upon between the employees and the Employer.
5. The Employer agrees that Shipping Drivers' workweek shall consist of five (5) days of eight (8) hours. The Driver's daily shift shall not be split.

6. Where a commission Driver can demonstrate that he/she is able to service a call on his/her route area to the satisfaction of the customer and the Employer, the Employer will give every consideration to giving that call to the Driver/Salesman.
7. All out of town routes that close down prior to one (1) year of a successful bid the Driver shall have the right to return to the last route held.

MAINTENANCE

1. Maintenance personnel shall provide basic hand tools required on a regular basis to do the job. Specialty tools, with relatively limited use, will be supplied by the Employer at the request of the Shop Foremen.
2. The Employer agrees to reimburse an employee for stolen or on-the-job broken tools, unless covered by warranty, at one hundred percent (100%) of replacement cost. Employees will be asked to submit a tool list verified by the Maintenance Superintendent.

OFFICE SALARY RANGES

APRIL 1, 1995

Position	Increment	Start	6 Months	12 Months	24 Months
Senior Order Desk	959	29,079.00	30,038.00	30,997.00	31,956.00
Senior Data Clerk	959	29,079.00	30,038.00	30,997.00	31,956.00
Order Desk Clerk	863	26,187.00	27,050.00	27,913.00	28,776.00
Data Entry Clerk	863	26,187.00	27,050.00	27,913.00	28,776.00
Driver Cash Clerk	770	23,370.00	24,140.00	24,910.00	25,680.00
Accounts Payable Clerk	863	26,187.00	27,050.00	27,913.00	28,776.00
Credit & Collection Clerk	912	27,673.00	28,585.00	29,497.00	30,409.00
Payroll Clerk	912	27,673.00	28,585.00	29,497.00	30,409.00
Switchboard/Receptionist	863	26,187.00	27,050.00	27,913.00	28,776.00

APRIL 1, 1996

Position	Increment	start	6 Months	12 Months	24 Months
Senior Order Desk	959	29,274.00	30,233.00	31,192.00	32,151.00
Senior Data Clerk	959	29,274.00	30,233.00	31,192.00	32,151.00
Order Desk Clerk	863	26,382.00	27,245.00	28,108.00	28,971.00
Data Entry Clerk	863	26,382.00	27,245.00	28,108.00	28,971.00
Driver Cash Clerk	770	23,565.00	24,335.00	25,105.00	25,875.00
Accounts Payable Clerk	863	26,382.00	27,245.00	28,108.00	28,971.00
Credit & Collection Clerk	912	27,868.00	28,780.00	29,692.00	30,604.00
Payroll Clerk	912	27,868.00	28,780.00	29,692.00	30,604.00
Switchboard/Receptionist	863	26,382.00	27,245.00	28,108.00	28,971.00

APRIL 1, 1997

Position	Increment	Start	6 Months	12 Months	24 Months
Senior Order Desk	959	29,566.50	30,525.50	31,484.50	32,443.50
Senior Data Clerk	959	29,566.50	30,525.50	31,484.50	32,443.50
Order Desk Clerk	863	26,674.50	27,537.50	28,400.50	29,263.50
Data Entry Clerk	863	26,674.50	27,537.50	28,400.50	29,263.50
Driver Cash Clerk	770	23,857.50	24,627.50	25,397.50	26,167.50
Accounts Payable Clerk	863	26,674.50	27,537.50	28,400.50	29,263.50
Credit & Collection Clerk	912	28,160.50	29,072.50	29,984.50	30,896.50
Payroll Clerk	912	28,160.50	29,072.50	29,984.50	30,896.50
Switchboard/Receptionist	863	26,674.50	27,537.50	28,400.50	29,263.50

APRIL 1, 1998

Position	Increment	Start	6 Months	12 Months	24 Months
Senior Order Desk	959	29,956.50	30,915.50	31,874.50	32,833.50
Senior Data Clerk	959	29,956.50	30,915.50	31,874.50	32,833.50
Order Desk Clerk	863	27,064.50	27,927.50	28,790.50	29,653.50
Data Entry Clerk	863	27,064.50	27,927.50	28,790.50	29,653.50
Driver Cash Clerk	770	24,247.50	25,017.50	25,787.50	26,557.50
Accounts Payable Clerk	863	27,064.50	27,927.50	28,790.50	29,653.50
Credit & Collection Clerk	912	28,550.50	29,462.50	30,374.50	31,286.50
Payroll Clerk	912	28,550.50	29,462.50	30,374.50	31,286.50
Switchboard/Receptionist	863	27,064.50	27,927.50	28,790.50	29,653.50

APRIL 1, 1999

Position	Increment	Start	6 Months	12 Months	24 Months
Senior Order Desk	959	30,444.00	31,403.00	32,362.00	33,321.00
Senior Data Clerk	959	30,444.00	31,403.00	32,362.00	33,321.00
Order Desk Clerk	863	27,552.00	28,415.00	29,278.00	30,141.00
Data Entry Clerk	863	27,552.00	28,415.00	29,278.00	30,141.00
Driver Cash Clerk	770	24,735.00	25,505.00	26,275.00	27,045.00
Accounts Payable Clerk	863	27,552.00	28,415.00	29,278.00	30,141.00
Credit & Collection Clerk	912	29,038.00	29,950.00	30,862.00	31,774.00
Payroll Clerk	912	29,038.00	29,950.00	30,862.00	31,774.00
Switchboard/Receptionist	863	27,552.00	28,415.00	29,278.00	30,141.00

LETTER OF UNDERSTANDING

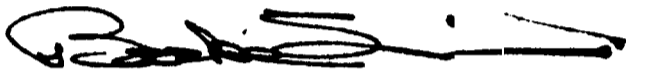
RE: DRUG AND ALCOHOL ASSISTANCE PROGRAM

The Employer **and** the Union recognize that **drug and** alcohol abuse can have serious negative impact on **both** the Employer **and** the employee. The parties mutually **agree** to encourage the resolution of problems with **drug and** alcohol abuse by recommending rehabilitation actions to employees suffering from such abuse.

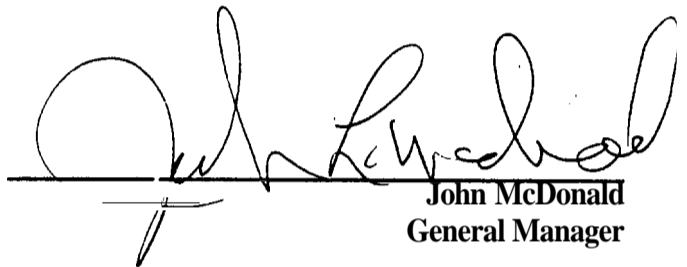
SIGNED THIS 19TH day of SEPTEMBER, 1995.

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

VENICE BAKERY LTD.



Brooke Sundin, President and
Chief Executive Office



John McDonald
General Manager

MEMORANDUM OF AGREEMENT

RE: HEALTH, SAFETY, AND EDUCATION FUND

The Employer agrees to continue to contribute, for the duration of the Collective Bargaining Agreement, five cents (5¢) per hour for every hour worked by members of the U.F.C.W. Local 1518 Bargaining Unit, based on the basic workweek, to the United Food and Commercial Workers, Local 1518, ~~Health~~, Safety and Education ~~Training~~ Fund.

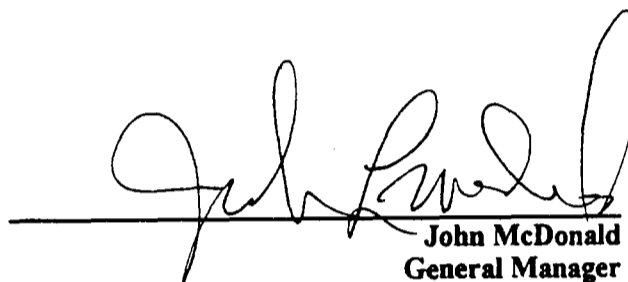
SIGNED THIS 19TH day of SEPTEMBER, 1995.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

VENICE BAKERY LTD.



Brooke Sundin, President and
Chief Executive Office



John McDonald
General Manager

LETTER OF UNDERSTANDING

RE: POLICY REGARDING OCCUPATIONAL FIRST AID

(Subject to change as per W.C.B. Regulations)

In view of the requirement by the Workers Compensation Board of British Columbia that Venice Bakery Ltd. have persons with Occupational First Aid Certificates - Class 2 - for assistance to Plant Employees, the Company will provide compensation premiums as follows:

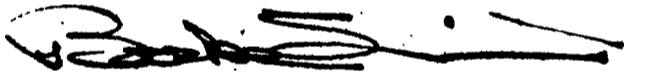
1. One (1) week wage recovery;
2. One (1) day paid leave to write the examination;
3. One hundred percent (100%) of Class 2 tuition, book and examination fees;
4. On successful completion of Class 2 examination (or higher), a bonus of five hundred dollars (\$500.00) will be paid;
5. Ticket Holders, regardless of Class, will receive two hundred dollars (\$200.00) per year, paid at the rate of fifty dollars (\$50.00) at the end of each quarter, March 31, June 30, September 30, and December 31, prorated to successful completion date;
6. Employees selected and or used to provide Designated Attendant services will be paid four dollars (\$4.00) per shift. Payment to be made biweekly.

The selection of employees for Occupational First Aid training shall be entirely at the discretion of the Company.

The Designation of qualified ticket holders to provide Designated Attendant services and the withdrawal of such Designated responsibilities shall be exclusively the decision of the Company

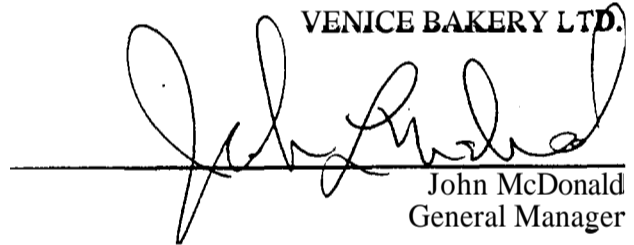
SIGNED THIS 19TH day of SEPTEMBER, 1995.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518



Brooke Sundin, President and
Chief Executive Office

VENICE BAKERY LTD.



John McDonald
General Manager

LETTER OF UNDERSTANDING

The Employer agrees that, in the event that the Employer should lease, purchase, or operate a bakery, warehouse, or distribution centre in the province of British Columbia, the parties to **this** Collective Bargaining Agreement shall meet **and** negotiate a **mutually** acceptable Collective Bargaining Agreement for the bakery, warehouse, or distribution centre.

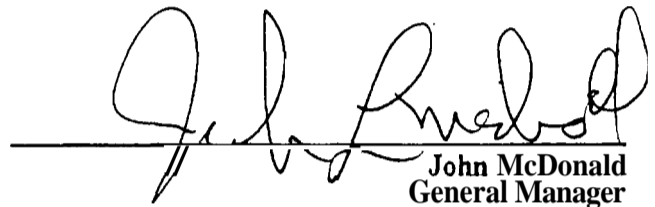
SIGNED THIS 19TH day of SEPTEMBER > 1995.

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

VENICE BAKERY LTD.



**Brooke Sundin, President and
Chief Executive Office**



**John McDonald
General Manager**

LETTER OF UNDERSTANDING

The parties agree that Article 11 will be reviewed by a Joint **Committee** to **seek** to improve selection methods and procedures in order to further the aims of enhanced employee security **and** improved productivity.

The **Committee** shall address issues such **as**, but not limited to:

1. Physical ability.
2. Education.
3. Language requirements.
4. Aptitudes.
5. Specialized training, etc.

The **Committee** shall be composed of an equal number of Union appointees and Company appointees.

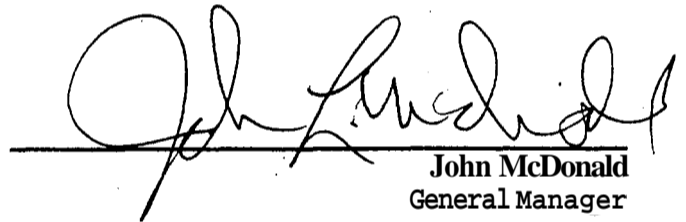
SIGNED THIS 19TH day of SEPTEMBER, 1995.

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

VENICE BAKERY LTD.



**Brooke Sundin, President and
Chief Executive Office**



**John McDonald
General Manager**

LETTER OF UNDERSTANDING

As a result of negotiations between VENICE BAKERY LTD. and the UNITED FOOD AND COMMERCIAL **WORKERS** UNION, LOCAL 1518, the following examples illustrate how the parties will apply revised Article 11 with respect to layoffs.

1. If an entire Unit such **as** Pastry is going to be eliminated, the Employer agrees to meet with the Union to discuss the implementation and impact on the Bargaining Unit.
2. If there is a layoff in a particular Unit, the Employer agrees to allow the following bumping. Bumping can only be exercised provided the employee choosing to bump has more seniority than the employee proposed to be bumped.

- A. Bakery Unit: If a full-time Dough Mixer position is eliminated, the employee would bump the least senior full-time Dough Mixer. This displaced Dough Mixer would bump the least senior full-time employee in the combined classifications * who are currently being paid above Plant Assistant in the Bakery Unit. The employee displaced would bump the least senior Plant Assistant in the Bakery Unit. The displaced employee from the Bakery Unit would have the option of accepting the layoff or bumping the least senior Plant Assistant in the entire "Plant Department" **as** defined in Schedule "A" of the Labour Agreement.

* Employees in the classification of Dough Mixer Trainee, Scaler, Vacation Relief, GW6 Operator, Divider/Moulder Operator, Ovenman, multiple classifications, and or Break Relief will be combined and treated **as** one classification for purpose of bumping.

It is further agreed by the parties that a person bumping a less senior employee in a classification above Plant Assistant must be able to **step-in** and perform the job in a qualified manner **with a** maximum of ten **(10)** working days of review **and/or** training.

- B. Late Bake Unit: **Consisting** of the following classifications: Assistant Foreman, Dough Mixer Dough Mixer Trainee (nine hundred [900] hours), Ovenman, and Plant Assistant will handle layoffs in **the** same manner **as** the "Bakery Unit" described above.
- C. Pastry Unit: Same approach **as** the Bakery Unit above. Least Senior Pastry I bumps least senior Pastry II, least senior Pastry II bumps least senior Plant Assistant in Pastry Unit. Displaced Pastry Unit employee takes layoff or displaces least senior Plant Assistant in the "Plant Department" **as** defined in Schedule "A" of the Labour Agreement.
- D. Sanitation Unit: Same **as** Pastry and Bakery with less steps because you **only** have two **(2)** classifications in the "Sanitation Unit".
- E. Shipping Unit: If a **job** is eliminated in one of the **six (6)** classifications above Plant Assistant, that person will have the right to bump the least senior person in their classification. For example, if a Checker is eliminated, that person will have the right to bump the least senior employee in the Checker classification. The displaced Checker will bump the least senior Plant Assistant in the Shipping Unit. The displaced employee from


the Shipping Unit would have the option of accepting layoff or bumping the least senior Plant Assistant in the entire "Plant Department" as defined in Schedule "A" of the Labour Agreement.

- F. Truck & Maintenance Department: The "Truck/Garage Unit" and "Maintenance Unit" will be kept separate for purposes of Layoff and Recall. If a job is eliminated in the Maintenance unit classification, the laid off employee will have the right to bump the least senior employee in that unit provided the employee can step-in and perform the job in a qualified manner with a maximum of 10 working days of review and training.
- G. Delicatessen Department and Thrift Store Department will use the same system as "Bakery Unit" as provided above. However, in the case of the Thrift Store it will be lay-off by Store with an opportunity to accept layoff or bump the most junior position in the remaining Thrift Store(s)
- H. Driver Sales Department: The routes will be divided into three zones: Vancouver Island, Lower Mainland and Interior. When a route is eliminated, the displaced commissioned driver may claim the route driven by the least senior commission driver in the rest of his or her Zone. The displaced driver from that Zone may claim the route driven in the remaining two zones or bump the least senior driver in the Non-Commission classification in their Zone. The displaced driver may claim the least senior driver in the Part-Time and Special Delivery classification.
- I. Office Department: Consists of the following classifications: Order Desk Clerk; Data Entry Clerk; Driver Sales Clerk; Accounts Payable Clerk; Credit and Collection Clerk; Payroll Clerk; Switchboard/Receptionist. This Department will handle layoffs in the same manner as the "Bakery Unit" described above.

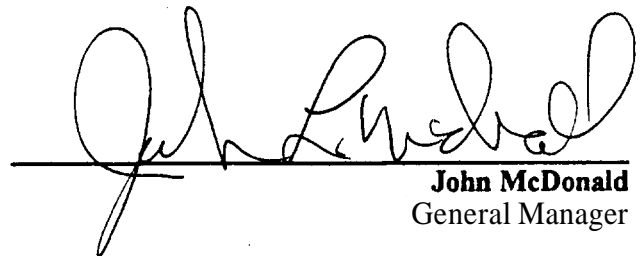
SIGNED THIS 19TH day of SEPTEMBER, 1995.

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

VENICE BAKERY LTD.



**Brooke Sundin, President and
Chief Executive Office**



**John McDonald
General Manager**

LETTER OF UNDERSTANDING

RE: MEMBERSHIP BENEFIT DEFENSE FUND

Establish a Membership Benefit Defense Fund.

One hundred percent (100%) Employee Funded.

Effective November 1, 1995.

Commencing with the introduction of a new employee funded Weekly Indemnity **Plan**.

A four (4) month continuation window for employee funding.

All employee; funding **to** be used for **any** shortfall in maintenance of cost overruns of Employer paid benefits in excess of three percent (3%) per **annum**.

LETTER OF UNDERSTANDING

RE: OFFICESTAFF

Classification

All unionized Office employees are subject to all negotiated changes between the Union and the Employer.

With respect to the Senior Data Clerk and the Senior Order Desk, it is agreed that these **two (2)** positions shall be considered **as** Lead Hand positions and will be subject to the existing Collective Bargaining Agreement language for posting and awarding of these positions.

It is further agreed that the Employer will develop job description duties for the Office classifications. These job descriptions will be provided to the Union upon completion.

Upgrading Education

,Company paid course costs for upgrading of education if related to your work or for classification upgrading. Prior approval required.

INDEX

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - UNION REPRESENTATION	2
ARTICLE 4 - NO STRIKES OR LOCKOUTS	3
ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP	3
ARTICLE 6 - CHECKOFF	4
ARTICLE 7 - HOURS OF WORK AND OVERTIME	4
ARTICLE 8 - CLASSIFICATIONS AND RATES OF PAY	6
ARTICLE 9 - VACATIONS	7
ARTICLE 10 - STATUTORY HOLIDAYS	8
ARTICLE 11 - SENIORITY, LAYOFF AND PROMOTIONS	9
ARTICLE 12 - TECHNOLOGICAL CHANGE	12
ARTICLE 13 - JURY DUTY/WITNESS SUPPLEMENT	12
ARTICLE 14 - INSURANCE	13
ARTICLE 14 - U.F.C.W. LOCAL 1518 DENTAL PLAN	14
ARTICLE 15 - PENSION PLAN	15
ARTICLE 16 - LEAVES OF ABSENCE	15
ARTICLE 17 - UNIFORMS	17
ARTICLE 18 - SICK LEAVE BENEFITS	17
ARTICLE 19 - SAFETY AND HEALTH	18
ARTICLE 20 - GRIEVANCE PROCEDURE	18
ARTICLE 21 - ARBITRATION	19
ARTICLE 22 - EXCLUSION OF LABOUR RELATIONS CODE SECTION 50	20
ARTICLE 23 - WARNING, SUSPENSION AND DISCHARGE	20
ARTICLE 24 - UNION-MANAGEMENT MEETINGS	20
ARTICLE 25 - MISCELLANEOUS	20
ARTICLE 26 - EXPIRATION AND RENEWAL	21/22
SCHEDULE "A" - CLASSIFICATION & WAGE RATES	23/28

LETTERS OF UNDERSTANDING

RE: DRUG AND ALCOHOL ASSISTANCE PROGRAM	29
RE: POLICY REGARDING OCCUPATIONAL FIRST AID	31
RE: BAKERY/WAREHOUSE/DISTRIBUTION CENTRE	32
RE: REVIEW OF ARTICLE 11	33
RE: LAYOFFS - ARTICLE 11	34/35
RE: ESTABLISH MEMBERSHIP BENEFIT DEFENSE FUND	36
RE: OFFICESTAFF	37

MEMORANDUM OF **FREE**

RE: HEALTH, SAFETY & EDUCATION FUND	30
-------------------------------------	----