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No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	180		

COLLECTIVE AGREEMENT

BETWEEN

**CANADA BREAD COMPANY LIMITED
(VENICE BAKERY)**

AND

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

chartered by the United Food and Commercial
Workers International Union, A.F.L., C.I.O., C.L.C.

www.ufcw1518.com



April 1, 2000 to March 31, 2004

11614(02)

COLLECTIVE AGREEMENT

RECEIVED
BY AND BETWEEN: 4 2003

**CANADA BREAD COMPANY, LIMITED
(VENICE BAKERY)**

AND:

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

Duration of Agreement: April 1, 2000 - March 31, 2004

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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.

le1 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:

UFCW 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.

NI 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



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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 UFCW 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 co-operate in maintaining a desirable and competent labour force.

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5.02 The Employer agrees to retain in ~~its~~ 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 considered **probationary until** they have accumulated ~~sixty~~ (60) days worked.

(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 and their seniority date shall be their most recent date of hire.

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

- 10 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 (7½) hour days.

7.02 Work performed in excess of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, shall be paid at the rate of time and one-half (1½). All overtime work performed in excess of ten (10) hours per day, shall be paid at two times (2x) the regular hourly rate. *801*
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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 Thrift Store Department.

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 (1½) 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) 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.

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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 (4½) 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 (1½) hours after start of work or after start of lunch and no later than two and one-half (2½) 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.

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(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.

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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 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 time p.m. and 6:00 a.m. for all hours or any part thereof between 6:00 p.m. and 6:00 a.m. *11c1/10,000/h 11c2/10,000/h*

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. *11c3/*

8.03 Employees required to work on Sunday shall receive additional premium pay of one dollar (\$1.00) per hour. *11c4/10,000/h*

8.04 Any variation in wages in excess of the schedule of wages shall be negotiated between Union and Management.

6d2 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 1 ■ 02(c).



8.06 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:

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Vacation Year	Time Off	Pay
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 employee's 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 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.

9.11 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.

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Article 10 - STATUTORY HOLIDAYS

10.01(a) The Employer agrees to pay at regular rates of seven and one-half (7½) hours per day for the following ten (10) holidays:

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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.

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.

4e 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 ($\frac{1}{2}$) time for seven and one-half (7½) 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**.

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- (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 **twenty** (20) 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 **twenty** (20) 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.
- (9) 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.
- 100 (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.)

- (j) The Chief Steward(s) shall be given a list, in advance, of employees who are to be laid off or recalled.
- (k) 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.
- 106 (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**.

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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;



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- (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 employee 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.

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(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.

Article 12 - TECHNOLOGICAL CHANGE

4a 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.

4c 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.

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40g 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/her 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/WITNESS 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; 13a2/100%
- (b) Extended Health Benefits Plan; 13a3/100%
- (c) Dental Care Plan; 13a5/100%
- (d) Group Life Insurance (including Accidental Death and Dismemberment) 13a1/100%
- (e) Long Term Disability Plan 13a1/100%

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.

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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
Eyeglasses, lenses and frames or contact lenses to a maximum of one hundred and eighty dollars (\$180.00) per person per year (non-deductible).

ii) 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.

UFCW 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 (1½) 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**.

Long 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 (80%) 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 UFCW Local 1518 Health and Welfare Plan and the UFCW 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 UFCW Local 1518 Dental Plan

The Employer agrees to make contributions to the fund of **forty-seven cents (47¢)** 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 eighteen dollars and eighty cents (\$18.80) 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 UFCW 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 UFCW 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 (4.5%) 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

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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



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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.

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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

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- (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 (b) for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:

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- (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 clearing uniforms and other clothing to be worn by employees.

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 (1/2) 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 three-quarters (3%) 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/her** 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 UFCW Local 1518 Representatives specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.



20.02 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 UFCW 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 UFCW 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 UFCW 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.

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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 - EXPIRATION AND RENEWAL

26.01 This Agreement shall be for the period from and including ~~_____~~ to and including March 31st, 2004, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding March 31st, 2004, or any subsequent anniversary date thereafter to:

- A. Terminate this Agreement, in writing, effective March 31st, 2004, 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 _____ DAY OF _____

FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518

FOR THE EMPLOYER
CANADA BREAD COMPANY
LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



SCHEDULE "A"**Classification and Wage Rates****PLANT DEPARTMENT****BAKERY UNIT**

	Apr 1/2000*	Apr 1/2002	Apr 1/ 2003
Assistant Foreman	23.61	24.01	24.41
Dough Mixer	22.45	22.85	23.25
Dough Mixer Trainee (900 hrs)	21.29	21.69	22.09
Scaler	21.29	21.69	22.09
Vacation Relief	21.29	21.69	22.09
GW6 Operator After 900 hrs	21.87	22.27	22.67
Divider/Moulder Operator	21.29	21.69	22.09
Break Relief	21.29	21.69	22.09
Plant Assistant	18.80	19.20	19.60

	Apr 1/2000	Apr 1/2002	Apr 1/ 2003
Assistant Foreman	21.00	21.40	21.80
Plant Assistant	18.80	19.20	19.60

BR**SHIPPING UNIT**

	Apr 1/2000*	Apr 1/2002	Apr 1/2003
Assistant Shipping Foreman	21.00	21.40	21.80
Machine Operator	19.55	19.95	20.35
Checker	19.55	19.95	20.35
Vacation Relief	19.55	19.95	20.35
Break Relief	19.55	19.95	20.35
Plant Assistant	18.80	19.20	19.60
Receiver/Stockperson	19.38	19.78	20.18



Employees Hired on or After March 29, 1992

The following Schedule is effective from April 1, 2000 – March 31, 2004

	Apr 1/2000*	Apr 1/2002	Apr 1/ 2003
0 - 450 hours	10.91	11.31	11.71
451 - 900 hours	11.21	11.61	12.01
901 - 1,350 hours	11.61	12.01	12.41
1,351 - 1,800 hours	12.11	12.51	12.91
1,801 - 2,250 hours	12.34	12.74	13.14
2,251 - 2,500 hours	12.64	13.04	13.44
2,501 - 2,750 hours	13.04	13.44	13.84
2,751 - 3,000 hours	13.54	13.94	14.34
3,001 - 3,300 hours	13.77	14.17	14.57
3,301 - 3,600 hours	14.07	14.47	14.87
3,601 - 3,900 hours	14.47	14.87	15.27
3,901 - 4,200 hours	14.97	15.37	15.77
Thereafter Full Assistant Rate			

MAINTENANCE DEPARTMENT

	Apr 1/2000*	Apr 1/2002	Apr 1/ 2003
Lead Hand – Certified	25.47	25.87	26.27
Lead Hand – Uncertified	24.47	24.87	25.27
Plant Mechanic/ Carpenter, Certified	24.03	24.43	24.83
Plant Mechanic/ Carpenter, Uncertified	23.03	23.43	23.83
Apprentice/ Applicable Percentage of Journeyman Rate			



	Apr 1/2000*	Apr 1/2002	Apr 1/ 2003
Senior Clerk	12.25	12.65	13.05
Clerk	11.75	12.15	12.55

	Apr 1/2000*	Apr 1/2002	Apr 1/ 2003
Transport Driver, Vancouver island, per trip	218.80	220.80	223.30

*Hourly increases retroactive to April **1, 2000** for all employees employed at date of **ratification 2001**.

All employees employed as of the date of **ratification 2001** who were paid for **1560** or more hours in the **26** pay periods **immediately** preceding the date of **ratification** to receive a one-time lump sum payment of **\$700.00** (less **applicable** taxes and **legislated** deductions).

All employees employed as of the date of **ratification 2001** who were paid for less than **1560** hours in the **26** pay periods **immediately** preceding the date of **ratification** to receive a **one-time** lump sum payment of **\$700.00** prorated on the **basis** of the hours paid in such **26** pay periods divided by **1950** hours (less applicable taxes and **legislated** deductions).

Paid hours for the above calculations shall include: **vacation**, statutory holidays, paid sick **leave**, bereavement, jury duty, paid Union leave, **WCB** and **WI**.

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.

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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.

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SIGNED THIS 30TH day of JULY, 2001.

**FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518**

**FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)**

Brooke Sundin
President

Heather Johnson
Director, Human Resources



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 UFCW 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 30TH day of JULY, 2001.

FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL **1518**

FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



LETTER OF UNDERSTANDING

RE: POLICY REGARDING OCCUPATIONAL FIRSTAID

(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 30TH day of JULY, 2001.



FOR THE UNION
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FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



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 30TH day of JULY, 2001.

**FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518**

**FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED (Venice
Bakery)**

Brooke Sundin
President

Heather Johnson
Director, Human Resources



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.

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

SIGNED THIS 30TH **day of** JULY, 2001.

FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518

FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



LETTER OF UNDERSTANDING

RE: LAYOFFS

The Company and Union mutually agree that the following illustrates how the parties will apply Article 11 with respect to layoffs.

1. For purposes of this Letter of Understanding and layoffs:
 - (a) The **Departments** in the Bakery are:
 - Plant Department;
 - Maintenance Department; and
 - Thrift Store Department.
 - (b) The **Units** in the Plant Department are:
 - Bakery Unit;
 - Sanitation Unit; and
 - Shipping Unit.
 - (c) Present **ability** shall be defined as having the knowledge, skills, ability, and qualifications to perform all elements of the job acquired through previous training and/or experience in the classification such that training is not required.

It is understood that employees who have the present ability to perform the job may require a period of familiarization before they are fully proficient. The employer will make an initial assessment of the employee's present ability no later than the end of the employee's **first** shift. If the employee is deemed to have the present ability they will be placed on the **job**. If they are deemed not to have the present ability the employee and/or the Union will be advised and a determination will be made as to whether the employee will be unable to perform the job or if a further period of familiarization is warranted. The period of familiarization will be extended for a maximum of one (1) additional day at which time the employee will be either:

- (i) Placed on the job if they are successful; or
- (ii) Displace the most junior employee in their classification if they are unsuccessful.



The Company and the Union mutually agree that the determination of present ability and the provision of a familiarization period will be handled in a manner that provides employees the opportunity to obtain jobs that they are able and willing to perform and enables the Company to operate the bakery productively and efficiently.

2. Unit Elimination

If an entire unit is going to be eliminated, the employer agrees to meet with the Union to discuss the implementation and impact on the Bargaining Unit.

An employee can only be displaced if the employee choosing to displace has more seniority than the employee to be displaced.

3. Plant Department Layoff

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If there is a layoff or a posted job is to be eliminated in a Plant Department Unit the following procedure will be followed. Displacement can only be exercised if the employee choosing to displace another employee has more seniority than the employee to be displaced.

If a full-time employee's job in a classification higher than Plant Assistant is eliminated that employee may:

- (i) Displace any junior employee in his/her classification if they have the present ability to perform the job; or
- (ii) Displace the most junior employee in his/her classification; or
- (iii) Displace any junior Plant Assistant.

An employee displacing a junior employee in accordance with (ii) and (iii) above must be able to perform the job within then (10) working days of review/training.

An employee displaced in accordance with (i) above may displace any junior employee in accordance with (i), (ii), and (iii) above to retain employment.



Plant Assistants displaced in accordance with (i), (ii), and (iii) above will have the right to displace any junior Plant Assistant provided they have the present ability to perform the job. A Plant Assistant who does not have the present ability to displace another Plant Assistant must displace the most junior Plant Assistant.

If a full-time employee's job in a Plant Assistant classification is eliminated, not as a result of (i), (ii), and (iii) above, that employee will have the right to displace any junior Plant Assistant provided they have the present ability to perform the job. A Plant Assistant who does not have the present ability to displace another Plant Assistant must displace the most junior Plant Assistant.

4. Maintenance Department Layoff

If a job is eliminated in the Maintenance Department the laid off employee will have the right to bump the least senior employee in the unit provided the employee can step in and perform the job in a qualified manner within a maximum of ten (10) working days of review and training.

5. Thrift Store Department Layoff

If a job is eliminated in the Thrift Store Department the employees will be laid off by store. Laid off employees will be given the opportunity to accept layoff or displace the most junior employee in the remaining Thrift Stores(s).

6. Changes to Shift Start Times

Should there be a requirement to change the start time of a shift by more than two hours exclusive of the Plant Assistant, the affected employees will have the option to displace another employee within their classification according to seniority.

Affected employees in the position of Plant Assistant who wish to displace a junior employee within the Plant Department must have the present ability to perform the work of the position they wish to displace.



The parties recognize that there may be a transition period of up to 12 weeks to complete changes of this nature. The Company agrees there will be no unreasonable delays in the transition period.

SIGNED THIS 30TH day of JULY, 2001.

FOR THE UNION
UNITED **FOOD&**
COMMERCIAL WORKERS
UNION, LOCAL 1518

FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



LETTER OF UNDERSTANDING

RE: JOB POSTING

The Company and the Union mutually agree that they shall continue their past practice in the awarding of job postings to applicants. For greater clarification:

The Company agrees that it will continue to award job postings to the most senior applicant subject to the trial period provided for in clause 11.02 (e).

The Union agrees employees awarded a posting must have the physical ability and health to perform the work at the time they start the job.

SIGNED THIS 30TH day of JULY, 2001.

FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518

FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



LETTER OF UNDERSTANDING

RE: MULTIPLE SENIORITY DATES

All employees who have multiple seniority dates shall have their departmental seniority converted to their Company seniority date as of date of ratification, 2001.

SIGNED THIS 30TH day of JULY, 2001.

FOR THE UNION
UNITED FOOD &
COMMERCIAL WORKERS
UNION, LOCAL 1518

FOR THE EMPLOYER
CANADA BREAD
COMPANY LIMITED
(Venice Bakery)

Brooke Sundin
President

Heather Johnson
Director, Human Resources



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