

Collective Agreement

between

Canada Bread Company, Limited
Langley 203rd Street Distribution

and

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
CAW Local 114



April 1st, 2008 to March 31st, 2011

11614(04)

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Collective Agreement made this 10th day of June 2008.

By and Between: Canada Bread Company, Limited
(Langley 203rd Street Distribution)
(hereinafter referred to as the "Company")

And: National Automobile, Aerospace,
Transportation and General Workers Union of
Canada (**CAW – Canada**) Local 114
(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;
 - (9) 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.

2.07 A person shall not perform bargaining unit work which is normally performed by a member of the bargaining unit except for an emergency of short duration.

ARTICLE 3 - UNION REPRESENTATION

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

CAW Local 114 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 two hundred (200) 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 CAW Local 114 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.
- 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

- 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.
- 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 ½) 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.

- 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 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 three o'clock (3 p.m.) 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 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.
- (d) Employees who are not eligible for a full-time posting will be scheduled for any planned shifts at the time of the posting of the work schedule. It is the responsibility of these employees to check the schedule each day they are in to see if any additions have been made. If the employee is not at work they will be called at home; if there is no response, the next person will be called. Employees scheduled and called under this section must have the ability to perform the work. The calls will be recorded in a logbook. It is understood that the Company has the right to determine what shifts are required, and in some circumstances may opt not to schedule in advance.
- 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 volume 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.

ARTICLE 8 - CLASSIFICATION AND RATES OF PAY

- 8.01 (a) 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 will be paid the rate for the job performed.
- (b) Employees hired prior to April 1, 2000 who are providing relief in a higher paid classification for thirty (30) minutes or longer shall be paid the higher rate for the time worked in the higher classification.
- 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 (\$100) per hour.

- 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 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, posted employees and all other employees who have averaged thirty (30) hours per week (formula outlined in 9.11 below) in the previous year 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:

| 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 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 workweek associated with Good Friday. Christmas week shall be the short workweek 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 On December 31 of each year (commencing on December 31, 2004) there will be a determination of how vacation pay will be calculated for each employee in the following year. Employees who do not have full-time postings, or who have averaged less than thirty (30) hours per week shall earn vacation time *off* according to the schedule for full-time employees, however, the amount of vacation pay earned and paid will be at two percent (2%) of previous years earnings for every week of vacation in the following year. Hours worked for the purpose of this clause include days of absence in which employees are receiving pay due to WCB & illness (as outlined in 9.10 above), maternity leave, vacation, Statutory Holidays, approved union leave, bereavement leave, and paid sick leave.

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 |
| Canada 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. Employees on valid WI or WCB claims are paid for the holiday through the insurer not by the Company.
- 10.03 An employee who has worked less than full-time hours shall receive payment for statutory holidays based on the number of hours worked in the two pay weeks prior to the holiday divided by ten.
- 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 volume 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 regular full-time positions will be posted, including temporary vacancies of thirteen (13) weeks or longer. 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 as a permanent position. Provided job related qualifications, ability and departmental experience are relatively equal, seniority shall prevail in filling job postings. The Company reserves the right to determine the appropriate assignment of individuals to non-posted training opportunities. In the event a training opportunity is

granted to a full-time posted employee, it is understood that they will work in the position when needed on any shift.

- (b) If a position is not posted per Article 11.02(a) and it becomes apparent that the position will become a regular position, then it shall be posted unless the parties agree otherwise.
- (c) Employees appointed as a result of a job posting will have up to ten (10) shifts worked 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 ten (10) shifts worked 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) shifts worked 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. If an employee is unsuccessful in the new position then they will not be eligible to apply for the same position for a period of one (1) year.
- (d) 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.

- (e) 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.

In the event of the elimination of an Assistant Foreman job, the Company will have the right to determine which Assistant Foreman will be eliminated, and the employee displaced will have the ability to exercise their seniority as per the plant department layoff language, with the exception of displacing any junior Assistant Foreman. Furthermore, employees in other classifications may not exercise their seniority rights in layoffs by displacing junior Assistant Foremen.

- (f) Should there be a requirement to change the start time of a shift by more than two hours, the affected employees will have the option to displace another employee within their classification according to seniority.
- (g) The Company agrees to provide two weeks notice for a change in days off for posted employees, and further agrees to accommodate the changes on a volunteer basis by classification where possible.
- (h) In the event of layoff, employees will be laid off in reverse order of seniority within their classification and Department or Unit.
- (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.

- (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) 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.

- 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(a) 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.

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/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 - BENEFIT ELIGIBILITY AND COVERAGE

14.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost and provide coverage to eligible employees 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) Dental Plan
- f) Weekly Indemnity

Extended Health Benefits Plan: Providing assistance for payment of prescribed drugs and medicine, as well as medically required services and supplies. Effective March 30, 2008, all paramedical services combined will be limited to \$1,500.00 per person per year.

- i) Incorporating a Prescription Drug Plan. Effective March 30, 2008, prescriptions are subject to a \$7.00 dispensing fee cap.
- ii) Effective March 30, 2008, Vision care shall be to a maximum of two hundred and fifty dollars (\$250.00) per person per 24 month period.
- 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).

Dental Plan: Effective March 30, 2008:

Basic - 90% reimbursement for employees and eligible dependents

Major - 75% reimbursement on dentures and all other major expenses for employees and eligible dependents.

Combined maximum for Basic and Major expenses is \$2,500 per person per year.

Orthodontic - 75% reimbursement - only for eligible dependent children up to age 21 (25 if full-time student). Lifetime maximum of \$3,000

Dental Accident - 100% reimbursement for employees and eligible dependents. No deductible. No maximum.

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.

Long Term Disability Plan: Providing sixty percent (60%) of regular monthly earnings (exclusive of bonuses and overtime) 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. Effective March 30, 2008, Long Term Disability premiums shall be paid by the employee to allow the benefit to be non-taxable upon receipt.

14.02 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.

14.03 Prior to November 1, 2004, eligibility will be as per the agreement which expired March 31, 2003. Effective November 1, 2004, eligible coverage is provided on a three (3) month basis commencing February 1st, May 1st, August 1st, or November 1st of a calendar year. Eligibility will be determined as at the expiry of the payroll period preceding December 31st, March 31st, June 30th, or September 30th of a calendar year. To be eligible for Health and Welfare coverage (and continued coverage), an employee must have worked an average of thirty (30) hours per week in thirteen (13) weeks prior to the date of determination. To be eligible for Dental Coverage only (and continued coverage), an employee must have worked an average of twenty-five (25) hours per week in thirteen (13) weeks prior to the date of determination. An employee who fails to maintain sufficient hours of work will be disqualified and will be given a written

notice that coverage is being terminated.

Hours worked for the purpose of this clause include days of absence in which employees are receiving pay due to maternity leave, vacation, Statutory Holidays, approved union leave, bereavement leave, and absence due to paid sick leave. For employees who are on benefit coverage it will also include days of absence for up to six (6) months for non-compensable sickness or accident, and twelve (12) months of compensable sickness or accident (WCB).

- 14.04 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. It is understood that the Union may raise any issues with the Company related to the new carriers, however, for purposes of adjudicating claims the carrier will make the determination of what is reasonable and customary, and may not accept what the previous carrier covered in all circumstances.

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 General Leaves of Absence

A general leave of absence up to three (3) months leave without pay and without loss of seniority may be applied for by employees with three (3) years' service subject to the following guidelines:

- (a) The request must be made in writing and submitted to the employee's immediate supervisor at least one (1) month prior to the first day of the requested leave.
- (b) Leaves of absence shall be for only one (1) occasion during any three (3) year period of employment.
- (c) Leaves of absence must be taken between September 15 and May 15.
- (d) Leaves of absence will generally be limited to one (1) person, based on seniority.
- (e) In no case shall a leave of absence be granted to an employee for the purpose of working elsewhere.
- (9) All leaves of absence must be approved in writing by the

Company with a copy to the Union. The Company shall provide written reasons for refusing leaves that conform to the above stated criteria and will not unreasonably refuse such requests.

- (g) Employees will have the option of maintaining their employee benefit coverage by pre-paying the cost of those benefits prior to commencing such leave for up a maximum of three (3) months.
- (h) An employee who fails to return to work on the expiry date of the general leave of absence shall cease to be employed by the Company. This 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.
- (i) An additional leave of absence may be granted for up to one (1) year for educational purposes or extended vacation. 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.

16.02 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.

16.03 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.

16.04 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leave shall be in accordance with the Employment Standards Act.
- (b) Requests for Pregnancy or Parental leave must be made in writing at least four **(4)** weeks before the day on which the employee proposes to commence the leave and must be accompanied by a medical practitioner's certificate stating the expected or actual birth date.

16.05 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.

16.06 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.

- 16.07 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 employees.

ARTICLE 18 - SICK LEAVE BENEFITS

- 18.01 (a) Effective on the date of ratification, regular full-time employees will receive 4 paid sick days on January 1st each year. These sick days are available for use during the calendar year. Employees will be paid out 1.5 sick days for every sick day they have not used. This payment will be made on the second pay deposit following December 31st.
- (b) New full-time employees who first qualify for sick days will receive a prorated number of sick days based on the amount of time remaining between date they qualified for full-time status and the end of the year. Prorated sick days will be measured in half-day increments.

- (c) Full-time employees who choose to terminate their own employment, will qualify for a prorated number of sick days based on the amount of time between the start of the year and their termination date. Prorated sick days will be measured in half-day increments, and will not qualify for the 1.5x bonus.
- (d) 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 Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

All employees of Canada Bread are safety leaders. All employees have a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others.

19.02 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.

19.03 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.

- 19.04 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.
- 19.05 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.
- 19.06 Safety Shoe Allowance: Effective Sunday following ratification, the Company agrees to reimburse up to \$100 per two year period, for CSA approved steel-toed safety shoes, for each employee who has completed their probationary period.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01 The parties to this Agreement recognize the Stewards, the Union Officers and the CAW Local 114 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: An employee having a complaint shall submit the grievance, with a steward present, verbally to the immediate supervisor within ten (10) calendar days of the act or condition that caused the complaint. The supervisor will deal with the complaint and notify the employee and steward of his/her decision within five (5) calendar days.

Step 2: If not resolved, the grievance shall be submitted by the steward in writing to the Distribution Manager within 5 days of the decision from the supervisor. The Distribution Manager, and steward (with or without the grievor and supervisor) 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 steward of the decision in writing within five (5) calendar days following this meeting.

Step 3: If not resolved, the grievance may be submitted by the Chief Shop Steward to the Human Resources Manager and the Union Representative within seven (7) calendar days. The Human Resources Manager, Distribution Manager (or designate), Union Representative, Chief Shop Steward, (with or without the grievor) shall meet to discuss the grievance within seven (7) calendar days after the grievance

has been filed. The Employer shall notify all the parties of the decision in writing within five (5) calendar days following this meeting.

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 CAW Local 114. 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.
- 23.03 A verbal or written warning which is recorded on an employee's personnel file will be withdrawn when the employee completes a period of eighteen (18) consecutive months of employment following the date of the discipline without any other discipline in that period.

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 three (3) 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 National Automobile, Aerospace, Transportation and General Workers Union of Canada (**CAW** - Canada) 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 Human Rights & Harassment: Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Act. Harassment, either personal or sexual, is a form of discrimination that is not acceptable in the workplace and will not be tolerated. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement, and the complaint or grievance will be investigated thoroughly by both parties in confidence.

- 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 Distribution 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 will be paid on a weekly basis. Employees who have been shorted a significant amount of pay will be paid by a wire deposit at the earliest opportunity, and no later than the next deposit.

ARTICLE 26 - EXPIRATION AND RENEWAL

- 26.01 This Agreement shall be for the period from and including April 1, 2008, to and including March 31, 2011, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding March 31, 2011, or any subsequent anniversary date thereafter to:
- A. Terminate this Agreement, in writing, effective March 31, 2011, 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 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon
Local Representative

SCHEDULE "A"**Classification and Wage Rates****Shipping Unit**

Checker

| Hours Worked | Effective March 30, 2008 | Effective March 29, 2009 | Effective March 28, 2010 |
|-------------------|--------------------------------|--------------------------------|--------------------------------|
| 0 – 500 hours | 13.50 | 14.00 | 14.50 |
| 501 – 1000 hours | 14.00 | 14.50 | 15.00 |
| 1001 – 1500 hours | 14.50 | 15.00 | 15.50 |
| 1501 – 2000 hours | 15.00 | 15.50 | 16.00 |
| 2001 – 2500 hours | 15.75 | 16.25 | 16.75 |
| 2501 – 3000 hours | 16.25 | 16.75 | 17.25 |
| 3001 – 3500 hours | 16.75 | 17.25 | 17.75 |
| 3501 – 4000 hours | 17.25 | 17.75 | 18.25 |
| 4001 – 4500 hours | 18.00 | 18.50 | 19.00 |
| 4501 – 5000 hours | 18.50 | 19.00 | 19.50 |
| 5001 – 5500 hours | 19.00 | 19.50 | 20.00 |
| 5501 – 6000 hours | 19.50 | 20.00 | 20.50 |
| 6001 – 6500 hours | 20.00 | 20.50 | 21.00 |
| 6501 + hours | 21.35 | 21.85 | 22.35 |

Assistant Foreman

| Hours Worked | Effective March 30, 2008 | Effective March 29, 2009 | Effective March 28, 2010 |
|-------------------|--------------------------------|--------------------------------|--------------------------------|
| 0 – 500 hours | 14.95 | 15.45 | 15.95 |
| 501 – 1000 hours | 15.45 | 15.95 | 16.45 |
| 1001 – 1500 hours | 15.95 | 16.45 | 16.95 |
| 1501 – 2000 hours | 16.45 | 16.95 | 17.45 |
| 2001 – 2500 hours | 17.20 | 17.70 | 18.20 |
| 2501 – 3000 hours | 17.70 | 18.20 | 18.70 |
| 3001 – 3500 hours | 18.20 | 18.70 | 19.20 |
| 3501 – 4000 hours | 18.70 | 19.20 | 19.70 |
| 4001 – 4500 hours | 19.45 | 19.95 | 20.45 |
| 4501 – 5000 hours | 19.95 | 20.45 | 20.95 |
| 5001 – 5500 hours | 20.45 | 20.95 | 21.45 |
| 5501 – 6000 hours | 20.95 | 21.45 | 21.95 |
| 6001 – 6500 hours | 21.45 | 21.95 | 22.45 |
| 6501 +hours | 22.80 | 23.30 | 23.80 |

Transport Department

| | Effective March 30, 2008 | Effective March 29, 2009 | Effective March 28, 2010 |
|---|--------------------------------|--------------------------------|--------------------------------|
| Transport Driver – Vancouver Island <u>Per trip</u> | 240.00 | 250.00 | 260.00 |

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 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon
Local Representative

MEMORANDUM OF AGREEMENT

Re: Local Health & Safety Fund, Paid Education Leave and Social Justice Fund

LOCAL HEALTH & SAFETY FUND

The Company agrees to pay into a special Local Health & Safety Fund, one cent (1¢) per hour per employee for all hours worked for the purpose of providing union Health and Safety training and funding Health & Safety programs within the Local. Payments should be made on a monthly basis to the Local fund effective August 21, 2004. Cheques shall be made payable to:

CAW Local 114 Health & Safety Training Fund
326 12th Street
New Westminster, BC V3M 4H6

PAID EDUCATION LEAVE

Effective August 21, 2004, the Company agrees to pay into a special fund three cent (3¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a monthly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund
CAW - Canada
205 Placer Court

Willowdale ONM2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence as per Article 16.09. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

SOCIAL JUSTICE FUND

- (1) The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations,
- (2) Subject to the following conditions, and effective August 21, 2004, the Company will make monthly contributions to such a fund equal to one cent (1¢) for each straight time hour worked.
- (3) The Company will make these payments provided that:
 - (a) The union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
 - (b) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
 - (c) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.

- (d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (e) The objects, by-laws and resolutions of this non-profit corporation should permit it to making the following types of financial contributions:
 - (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like function;
 - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
 - (iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act."

SIGNED THIS 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon
Local Representative

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 Canada Bread 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. First Aid attendants will receive a \$0.65 per hour premium.

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 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon

Human Resources Consultant

Local Representative

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.

This letter will become null and void upon proof from the Company that they have removed from other Canada Bread Collective Agreements in the province of British Columbia any similar letters or agreements.

SIGNED THIS 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon
Local Representative

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 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

FOR THE UNION

Canadian Auto Workers
Local 114

Harry Moon
Local Representative

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 (c).

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 10th day of JUNE, 2008.

FOR THE EMPLOYER

Canada Bread Company, Limited
(Langley 203rd Street Distribution)

Ian Caldwell
Human Resources Consultant

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Canadian Auto Workers
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