

## **COLLECTIVE AGREEMENT**

**BETWEEN**        **MAX'S DO-NUTS (1964) LTD.**  
(hereinafter referred to as "the Employer")

**AND**                **UNITED BAKERY WORKERS' ASSOCIATION,**  
**LOCAL NO. 62**  
affiliated with the  
Christian Labour Association of Canada  
(hereinafter referred to as "the Union")

(Period April 1, 2002 – March 31, 2005)

### **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 establish an equitable system for the promotion, demotion, transfer, layoff and recall of employees;
- d)        to establish a just and prompt procedure for the disposition of grievances;

- e) 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 wellbeing.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of 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 as described in the certificate issued by the British Columbia Labour Relations Board dated December 5, 1972, that is, all employees except office staff.
- 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.
- 2.04 There shall be no revision, amendment, or alteration of job classifications as defined herein, or of any of the terms and provisions of this Agreement save and except by mutual agreement in writing of the parties. 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.

2.05 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work, determining the size and composition of the work force and the control of materials;
- b) to maintain order, discipline and efficiency;
- c) to hire, direct, transfer, promote, demote, lay off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee who has been disciplined or discharged without just cause will be subject to the Grievance Procedure hereinafter set forth, and in accordance with the provisions relating to warning, suspension, and discharge, outlined in Article 22.

2.06 The Employer may contract out work only where:

- a) he does not possess the necessary facilities or equipment;
- b) he does not have and/or cannot acquire the required manpower;
- c) he cannot perform the work within projected time limits.

Notwithstanding the above, work normally performed by members of the bargaining unit will not be contracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted or discharged as a result of the contracting out of work.

2.07 Non-bargaining unit employees shall not perform bargaining unit work except in cases of emergency, or for purposes of training bargaining unit employees.

### **ARTICLE 3 - UNION REPRESENTATION**

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

- a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement.
- b) CLAC Representatives are also representatives of the employees, in all matters relating to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and of enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointment.

- 3.03 Stewards and other Union Officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Such permission shall not be withheld unreasonably. The Employer will pay Stewards and Union Officers at their regular hourly rates while attending to such matters, as well as for time spent negotiating a Collective Agreement with the Employer whenever this takes place during the regular working hours of the Stewards and/or Union Officers concerned. The Union agrees that such negotiating sessions shall be scheduled insofar as possible, to minimize interference with production.
- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 3.06 Notwithstanding any other provision of this Agreement and in particular referring to the provisions of Clause 2.06 and Clause 7.02, the Employer agrees that the CLAC Representative shall have the right to consult with the Employer on any matter of importance either to an employee or employees or to the Employer. Such consultation shall take place at such times and places as the CLAC Representative and the Employer may find convenient.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 In accordance with Section 57 (1) of the Labour Relations Code of BC, the Union will, during the term of this Agreement, or while negotiations for a further Agreement are being held, 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 In accordance with Section 57 (2) of the Labour Relations Code of BC, the Employer will, during the term of this Agreement, or while negotiations for a further Agreement are being held, 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.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such members are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 a) New full-time employees shall be hired on a two (2) month probationary period and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of beginning of employment.

- b) Part-time employees shall achieve full-time status and have their seniority dated back to the date of beginning of employment as a full-time employee when they are hired to fill a full-time position or upon successful posting for an available full-time position. The seniority of part-time employees shall be calculated on the basis of the amount of hours worked.
- c) Employees hired for the purpose of vacation relief, or who are hired on a strictly seasonal basis to produce special products (fruitcakes), will receive a letter from the Employer stating the position held and the estimated duration of the position. A copy of the letter shall be faxed to the Union office.
- d) Part-time employees shall be hired on a two hundred (200) hour probationary period.

5.04 Except as provided in Article 5.03 and 15.01, the provisions of this Agreement shall apply to probationary employees.

5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or Union Officer or CLAC Representative in order to give such Steward or Union Officer or CLAC Representative an opportunity to describe the Union's purpose and representation policies to such new employees.

- 5.06 The Union agrees it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

## **ARTICLE 6 - CHECKOFF**

- 6.01 The Employer is hereby authorized to deduct each month an amount equal to Union dues from each employee's pay upon completion of the employee's probationary period.
- 6.02 The Employer agrees to check off from each employee, the amount equal to Union dues of 1.3% of the employees total wages, once monthly. The total amount checked off will be turned over to the Union Treasurer each month, within a week after the checkoff is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.03 Employees who, because of religious or conscientious objections, cannot support the CLAC or any other trade union, may apply to the Union in writing explaining their objection and requesting that their dues be forwarded to a registered Canadian charitable organization. This organization will be selected by mutual agreement between the employee and the Union. Requests for redirection of dues will be treated in accordance with CLAC's policy and permission shall not be unreasonably withheld.

## **ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are set forth on Schedule "A," which is attached hereto and made part hereof.
- 7.02 A forty-five cent (\$0.45) per hour shift differential premium shall be paid during this Agreement for all time worked daily between 6:00 p.m. and 6:00 a.m. the following morning.
- 7.03 Where a job classification is created, the Union will be notified and negotiations commenced to determine the wage rate to be paid to the employee involved, provided that the Employer shall have the right to establish a rate to be paid until the regular job rate is agreed upon.

The rate as established herein shall be retroactive to the commencement of employment within the new category.

- 7.04 a) The Employer has the right and responsibility to make the final decision with regard to scheduling and staff, including the persons and number of persons selected to various classifications. Management will consult with the Union on any disputed changes.
- b) If an employee is absent with more than forty-eight (48) hour's advance notice, such an employee shall be replaced by another person unless there is mutual agreement to the contrary between the parties, and then only for the reason that production demands do not warrant another person.

- 7.05 If there is a disagreement between the parties regarding the classification or scheduling of employees, Management shall attempt, with the shop stewards, and the Union Representative, to satisfactorily resolve the disagreement. In this process, the Union shall be aware of the multiple effects of proposed changes in scheduling and in the nature of task performed by the employees. Such discussion shall occur within the context of the Union-Management Committee meetings as provided in Article 21 herein.
- 7.06
- a) If an employee is asked to work in a higher rated classification for a period of four (4) hours or more, then that employee will be paid at the next highest wage rate in Schedule "A" for the full shift.
  - b) Should an employee be scheduled to work at a higher classification to fill in for an employee off on vacation or illness, or for any other reason, such employee shall be paid at the starting rate for the classification worked or the next highest rate should the starting rate be lower than the current rate.
  - c) When an employee from a higher rated classification is requested to work temporarily, or until permanently reclassified, at a lower rated classification, he shall continue to be paid at the rate for the higher rated classification.
- 7.07 As soon as possible, the Employer shall assure that pay stubs show the accumulated vacation pay to date, as well as the statutory holidays still owing.

**ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The regular work week shall consist of five (5) eight- (8) hour shifts.
- 8.02 It is agreed that the work schedule may be arranged to allow for maximum use of Employer's facilities provided that all re-arrangements of shift positions shall be attempted through the provisions of the posting procedure. If this procedure fails to result in obtaining an employee's agreement to fill the position, the Employer may assign the position to the person with the least seniority who, in his opinion, possesses the ability to be trained for and carry out the required duties.
- 8.03
- a) Where a shift change of an employee is necessitated by the absence of a regularly-scheduled employee, equipment failure or other reasons beyond the control of the Employer, a minimum of two (2) hours' notice shall be given.
  - b) Except as provided in clause a), four (4) workdays notice of a shift change shall be given. Such notice shall be given both to the employee in person and via the regular work schedule which shall be posted no later than Thursday noon of each week.
  - c) If a change is to remain in effect for less than a total of two (2) weeks, the Employer may require an employee to work the shift mentioned in 8.04 a), given the above-mentioned four (4) workday notice. If the employee is to work that shift for more than three (3) weeks, the procedure described in clause 8.02, above, shall be used.

- 8.04 Employees shall have no less than twelve (12) hours between shifts, unless mutually agreed upon by the employee and the employer.
- 8.05 There shall be a lunch period of thirty (30) minutes between the third (3rd) and fifth (5th) hours of each shift unless other mutually acceptable times are arranged between the Employer and the employee.
- 8.06 There shall be a rest period of not more than fifteen (15) minutes, with pay, during each half of the shift and before starting overtime work, where such overtime will, in the opinion of the Employer or shift foreman, require further continuous work of one (1) hour or more.
- 8.07
- a) Work performed in excess of eight (8) hours per shift and forty (40) hours per week shall be paid at the rate of time and one-half (1½). Work performed in excess of eleven (11) hours per shift and forty-eight (48) hours per week, excluding daily overtime, shall be paid at the rate of two times (2x) the hourly rate.
  - b) The Employer will endeavour to schedule overtime in such a way that as much as possible overtime will be equalized between all employees on all shifts.
  - c) Employees may refuse to work overtime without any negative repercussions.
- 8.08 An employee reporting to work not having received notice to the contrary, who is prevented from starting work due to a cause not within his or her control shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, (s) he shall be entitled to a minimum of four (4) hours' pay.

- 8.09 An employee shall advise the Employer giving three (3) hours notice if at all possible when, due to illness or another cause, he or she is unable to report for work.
- 8.10 Employees shall be entitled to take two (2) consecutive days off in any given month where the same is requested by such employee and where reasonable notification of this request is given to the Employer. After completion of his or her probationary period, an employee may request that this provision be activated on a regular basis without he or she making the request each month. In such cases, a regular schedule shall be agreed upon.
- 8.11 If staff changes must be made to accommodate the requests made pursuant to clause 8.10, and such changes cannot be effected through the mutual agreement of all potentially involved employees, they shall then be made according to the employee's seniority, within classifications, such that employees with a greater length of seniority shall be affected least by such changes, provided the junior employee is available and capable to do the work.
- 8.12
- a) The Employer will provide an availability form for part-time employees on Feb. 1<sup>st</sup> and Aug. 1<sup>st</sup> of each year. Part-time employees shall submit their availability by February 15<sup>th</sup> of each year for the period of March 1<sup>st</sup> to August 31<sup>st</sup>. By August 15<sup>th</sup> they shall submit their availability for the period of September 1<sup>st</sup> to Feb. 28<sup>th</sup> of the following year.
  - b) All part time employees shall be available for Saturday and Sunday work.

- c) Changes in availability will be by mutual consent and will not be unreasonably denied.
- d) Part time employees who restrict their shifts, or who are unavailable for certain shifts may have those hours deducted from the total of the hours per week which could have been available to them.

8.13 Subject to Article 8.12 above and qualifications and ability, scheduling of part-timers shall be done in such a way that those part-timers with more seniority shall get first priority for available work. Calculation of such hours worked shall be done on a monthly basis.

## **ARTICLE 9 - VACATIONS**

9.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

after one (1) year's service -- two (2) weeks' vacation, with pay at 4%;

after four (4) years' service -- three (3) weeks' vacation, with pay at 6%;

after ten (10) years' service -- four (4) weeks' vacation, with pay at 8%;

after sixteen (16) years' service -- one (1) additional day's vacation, and a further additional one (1) day's vacation for each subsequent year's service to a maximum total of five (5) weeks' vacation. The accompanying pay shall be decimal four percent (.4%) of gross earnings for each day of vacation.

For the purpose of this section, it is understood and agreed that years of service shall in no case be computed from any date prior to October 1, 1964, being the date of commencement of business of the Employer.

- 9.02
- a) Blank vacation schedules shall be posted in January of each year. Employees shall enter their first preference by January 31st, with tentative confirmation of these dates made by February 28th. Final confirmation shall be made by Management by March 31st, with no changes guaranteed after that date.
  - b) If an employee is on vacation or leave of absence at the time the holiday schedule is removed from its posting, that employee shall be given opportunity to fill in his or her choices upon return, so that he or she is not disentitled from a choice of vacations on account of the absence.
  - c) As a general rule, no employee is entitled to take off more than two (2) weeks between June 1st through September 1st. Exceptions to this rule shall be made if a particular employee's longer vacation does not conflict with absences of other employees and with business requirements.
  - d) If a choice must be made between two or more vacations at the same time, the Employer and the Union shall jointly determine the scheduling of vacations, taking into account seniority, family circumstances and the frequency of vacations granted during prime time in previous years.

- 9.03 In the event of a statutory holiday falling during an employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normally have returned to work.
- 9.04 If an employee must work on a government declared holiday, he or she shall be paid a premium of seventy-five cents (\$0.75) per hour in addition to regular wages and premium for all hours worked on that date. This provision shall in no way affect that of Article 9.03 above.
- 9.05 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment;
  - b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment;
  - c) any other absence approved by the Employer.

## **ARTICLE 10 - HOLIDAYS**

- 10.01 The Employer agrees to pay at regular rate for eight (8) 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
British Columbia Day	Boxing Day

- 10.02 Article 10.01 applies only to full-time employees who have

worked the regularly scheduled workday before and the regularly scheduled workday following the holiday, unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

- 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 Due to the nature of the Employer's business and due to the schedule of work days, the Employer shall designate a day (other than a day which is the employee's regularly scheduled day off and which may be the date of the holiday specified in clause 10.01), as the day for which the employee shall take the holiday with pay. This day is called the designated holiday.
- 10.05 Subject to clause 10.09, the designated holiday shall be not more than eight (8) days before the date of the statutory holiday and not more than ten (10) days thereafter and shall be the day immediately before or immediately after a day which the employee is ordinarily off work.
- 10.06 The Employer shall notify the employee of the designated holiday at least seven (7) days before the date of the statutory holiday, or seven (7) days before the designated holiday, whichever is sooner.
- 10.07 If an employee is required to work on a designated holiday, he or she shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. Further, another day off, with pay, shall be substituted for a designated holiday on which an employee is required to work.
- 10.08 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, (s)he shall be given

another day off at such time as is mutually acceptable to the Employer and the employee.

- 10.09 During January of each year, the employees may enter their preferences for when they wish to take the following three (3) statutory holidays: Good Friday, Victoria Day, Canada Day. The Employer shall schedule such taking of statutory holidays and confirm these as per Article 9.02 d), dependent on seniority and department worked. During June of each year, the employee shall again have an opportunity to enter their preferences for taking the following statutory holidays: B.C. Day, Labour Day, Thanksgiving Day, and Remembrance Day. Such remaining statutory holidays shall be scheduled as per above.

The above scheduling of statutory holidays does not apply to December 24th, 25th, and December 31st holidays.

## **ARTICLE 11 - SENIORITY, LAYOFF AND JOB POSTING**

- 11.01 Seniority of employees shall be recognized within their respective job classifications. A new employee shall be placed on the seniority list at the end of his or her two (2) month probationary period and his or her seniority shall be dated back to the date of the beginning of employment.
- 11.02 The Employer shall maintain up-to-date seniority lists. A copy of such a list will be provided to the Union, in each quarter of the year, in order for it to ascertain the seniority status of each employee.
- 11.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his or her 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, unless a mutually satisfactory and credible explanation can be offered by the employee;
- 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 eight (8) consecutive months;
- f) seniority part time employees off due to a WCB insurable injury and who have completed a continuous service of a minimum of 12 months employment, shall continue to accrue seniority at the rate they would have if they had been working during their injured time off to a maximum period of 24 months.

11.04 When the Employer deems it necessary to reduce the working force, he shall advise the Union about the need for layoffs. When, in the opinion of the Employer, a reduction of the work force is inevitable, probationary employees shall be laid off first. If further reductions are necessary the Employer and the Union shall jointly determine the order of layoff, and in doing so they shall be guided by the following guidelines:

- a) seniority standings of the employees;
- b) ability of the employees to perform the work.

Recalls from layoff shall be made using the same guidelines as above.

- 11.05 The Employer shall give one (1) week's notice of layoff to the employees and will meet with a Steward, a Union Officer, or a CLAC Representative, if any of the latter so request, at least twenty-four (24) hours prior to the layoffs in order to review the layoff.
- 11.06 The Employer shall not be required to give one (1) week's notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.
- 11.07 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (7) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.08 Where possible, the Employer shall post for a minimum of three (3) workdays, in a conspicuous place, notice of all vacant positions, new positions and promotions. Any employee of the Employer covered by this Agreement may apply for such vacant or new position and the Employer shall fill such a position with the applicant employee who has the greatest seniority, provided that such employee, in the Employer's judgment, has the ability to perform the work. The Employer shall fax a copy of each posting to the Union office.

- 11.09 If a vacancy in a full time position occurs due to the termination, resignation, illness or any other reason for a full time employee being away from work, for a period anticipated to be longer than two weeks, such vacancy shall be immediately filled via the posting procedure. If it is anticipated that the original holder of the position will return, the posting shall indicate such. If a full time employee is the successful bidder for the vacancy that position shall similarly be posted, and so on, until no further full time positions are vacated due to the posting procedure.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

- 12.01 Where the Employer introduces, or intends to introduce, a technological change that
- a) affects the terms and conditions, or security, or employment of a significant number of employees, and
  - b) alters significantly the basis upon which this Collective Agreement was negotiated, either party may refer the matter to an Arbitration Board as provided for in Article 19.
- 12.02 The Arbitration Board established to settle a difference arising in relation to adjustment to technological change shall make provisions respecting:
- a) notice by the Employer of intention to introduce technological change;
  - b) opportunities for retraining or transfer of employees;
  - c) severance wages of employees displaced by reason of the technological change; and

- d) generally prescribed provisions that are in harmony with the intent and purpose of all other terms of the Agreement.

### **ARTICLE 13 - SEVERANCE PAY**

13.01 Should it become necessary for the Employer to close the plant, employees terminated by such action will be eligible for the following:

- a) Employees with three consecutive months of service shall be entitled to one week's wages.
- b) Employees with twelve consecutive months of service shall be entitled to two weeks' wages.
- c) Employees with more than three consecutive years of service shall receive three weeks' wages plus one additional weeks' wages for each additional year of service to a maximum of ten weeks.
- d) Employees shall be offered employment at the new plant location; in such cases those employees who accept employment at the new plant shall not be eligible for any severance pay.
- e) Part time employees who have accumulated more than a total of 520 hours in the last twelve months worked shall be paid so that a week shall be calculated as the average earnings during the previous twelve weeks worked.

## **ARTICLE 14 - JURY DUTY**

14.01 The Employer shall compensate employees for the difference between their regular wage and payment received while performing Jury Duty or while serving as a subpoenaed witness in a court action or Coroner's Inquest.

## **ARTICLE 15 - INSURANCE**

15.01 In order to protect full time employees and their families from the financial hazards of illness, the Employer agrees to pay 100% of the premium cost of the Medical Services Plan of BC, and 100%, up to \$112.00, of the premium cost of the Health and Welfare Plan, administered by the CLAC Health and Welfare Trust Fund, on behalf of the eligible employees as per Article 15.03. An outline of the schedule is found in Schedule "B".

15.02 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 Company 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. The Company's liability with regard to providing the Health and Welfare benefits in all events is limited to paying the premiums for such coverage.

15.03 The provisions outlined in Article 15.01 shall only apply to employees who have been in the employ of the Employer for a minimum of three (3) months.

15.04 Group RRSP

The Employer and the employees shall contribute an amount as follows, for all hours worked, for all full-time employees, into a group RRSP plan agreed upon between the Union, the employees and the Employer:

January 1, 1997 --	Employer contribution \$0.25/hour
--	employee contribution \$0.05/hour.

**ARTICLE 16 - LEAVES OF ABSENCE**

16.01 The Employer shall grant leaves of absence, without pay and without loss of seniority rights, for the following reasons, for a maximum of two (2) months:

- a) marriage;
- b) sickness in the immediate family;
- c) death in the immediate family;
- d) such other cause as the Employer and the employee may agree upon.

16.02 The above shall not preclude extensions for personal illness where it is established in an application prior to the expiration of the leave of absence that such request for extension is justified. If a leave for sickness extends beyond twelve (12) months' duration, the employee's seniority shall remain intact, but shall cease to accumulate from the commencement of the thirteenth (13th) month onward.

- 16.03 Leaves of absence may also be granted as an extension of one's vacation, to a maximum total of eight (8) weeks, with the following conditions applying:
- a) no more than one (1) employee at a time may be on such a leave unless the Employer agrees that more than one (1) is allowable;
  - b) at least thirty (30) days' advance notice is required and such leave shall be taken only at a mutually agreeable time;
  - c) such leaves shall only be taken between January and April unless otherwise agreed;
  - d) an employee shall not take more than one (1) such leave every four (4) years, unless the Employer agrees to greater frequency, but then only if the granting of such a request does not adversely affect other applicants (within thirty (30) days of the date of the request), who have not been granted a leave as recently as that employee.
- 16.04 The Union shall be informed of and involved in discussions concerning requests for leaves of absence in accordance with clause 16.01 d).
- 16.05 In general, only one (1) person at a time should be on leave of absence from a given job area, with the person having the greater seniority being given priority if there is more than one request at a given time.
- 16.06 a) In the event of a death in the employee's immediate family, the employee shall be entitled to be absent three (3) days with pay.

- b) In the event of a death of the employee's grandparents or grandchildren, the employee shall be entitled to be absent one (1) day with pay.

16.07 "Immediate family" in this Article is defined as parents, parents-in-law, spouse, children, children-in-law, brother or sister of the employee.

### **ARTICLE 17 - UNIFORMS**

- 17.01 The employer agrees to pay the entire cost of supplying and cleaning uniforms to be worn by employees. Uniforms shall be dispensed to each employee. Extra uniforms, to be used in case of shortage or soiling of one's regular uniform, are available upon request.
- 17.02 The employees shall be fully responsible for uniforms issued to them and further do agree to replace any uniforms not returned to the Employer.

## **ARTICLE 18 - SICK LEAVE**

- 18.01 Regular full-time employees shall be entitled to sick leave by reason of an illness which prevents the employee from performing his regular work, 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) paid days in any calendar year. Sick leave pay shall not be claimed or paid for the first (1st) day the employee is absent due to an illness unless the employee is admitted to hospital for treatment of that illness. If an employee has worked for a period of not less than two (2) years and claims sick leave during a calendar year, he shall be paid the sick leave pay for that calendar year notwithstanding that such employee may terminate his or her employment at any subsequent time within that calendar year.
- 18.02 For an employee who has not completed two (2) years' employment and who is absent from work due to illness, the Employer shall grant sick leave pay, in advance, to a maximum of six (6) days, even though an employee may not have accumulated credit for such days. If payment has been made for sick leave prior to qualifying for it in accordance with clause 18.01, and then an employee terminates employment, all money for sick leave which was paid by the Employer but not qualified for by the employee, may be deducted from the employee's final pay cheque.
- 18.03 Employees claiming sick leave pay must present a doctor's certificate as a pre-condition to entitlement, where same is requested by the Employer.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 The parties to this Agreement recognize the Stewards, and the CLAC Representative specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 19.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays 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.
- 19.03 A "Group Grievance" is defined as a single grievance, signed by a Steward, or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance by the Employer or his representative.

19.05 Step 1 An employee having a grievance will, accompanied by a Steward, or a CLAC Representative, submit the same to his immediate supervisor within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2 If the grievance is not settled under Step 1, a Union Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

## **ARTICLE 20 - ARBITRATION**

20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

20.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) 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.

- 20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of the service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) 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) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 20.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 The decision of a majority is the decision of the Arbitration Board but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 20.08 Notice of desire to arbitrate and of nomination of an Arbitrator shall be served personally, by registered mail or by facsimile. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 20.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings, and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 20.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 20.10 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 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.11 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.
- 20.12 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.
- 20.13 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

**ARTICLE 21 - UNION-MANAGEMENT COMMITTEE**

21.01 It is the resolve of both parties to attempt a minimum of four (4) Union-Management meetings each year during the term of this Agreement. The participants shall be those whom the Employer and the Union may agree upon. The meetings shall serve as a forum for continuing discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- a) hiring policies;
- b) scheduling and staffing matters;
- c) discipline and discharge policies;
- d) promotion policies;
- e) safety measures;
- f) matters that affect the working conditions of the employees;
- g) efficiency of operations.

**ARTICLE 22 - WARNING, SUSPENSION AND DISCHARGE**

22.01 If the Employer considers that the attitude or performance of an employee requires improvement, he shall issue a written warning to the employee with a copy to the Union.

22.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer involved concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration, bypassing Steps 1 and 2 of the Grievance Procedure.

**ARTICLE 23 - DURATION**

- 23.01 This Agreement shall be effective on the first (1st) day of April, two thousand and two(2002) and shall remain in effect until the thirty-first (31st) day of March, two thousand and five (2005), and for further periods of one (1) year, unless notice shall be given by either party of the desire to cancel, change or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.
- 23.02 During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions of this Agreement shall remain in full force and effect.
- 23.03 The parties to the Agreement hereby agree to exclude the operation of Sub-Section (2) and (3) of Section 50 of the Labour Relations Code of British Columbia.

**DATED** at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed on behalf of  
**MAX'S DO-NUTS (1964) LTD.**

Signed on behalf of  
**UNITED BAKERY  
WORKERS' ASSOCIATION,  
LOCAL NO. 62**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Member Negotiating Committee

\_\_\_\_\_

\_\_\_\_\_  
Member Negotiating Committee

\_\_\_\_\_

\_\_\_\_\_  
Member Negotiating Committee

**SCHEDULE "A"**  
**CLASSIFICATIONS AND WAGE RATES**

Classification	Hourly rate effective		
	<u>April 1/02</u>	<u>April 1/03</u>	<u>April 1/04</u>
Shopman #1			
1st month	16.23	16.33	16.43
2nd - 5th month	17.11	17.21	17.31
6th month and thereafter	17.85	17.95	18.05
Wrapper Operator I -			
1st month	13.70	13.80	13.90
2nd - 5th month	14.41	14.51	14.61
6th month and thereafter	15.16	15.26	15.36
Wrapper Operator/Production Assis.	14.23	14.33	14.43
Production Assistant			
1st month	12.99	13.09	13.19
2nd - 5th month	13.34	13.44	13.54
6th month and thereafter	13.89	13.99	14.09
Industrial Mechanic	19.89	19.99	20.09
Shipper	17.85	17.95	18.05
Assistant Shipper			
First Month	14.64	14.74	14.84
2 <sup>nd</sup> - 5 <sup>th</sup> Month	15.76	15.86	15.96
6 <sup>th</sup> Month & thereafter	16.34	16.44	16.54
Janitor			
#1	15.87	15.97	16.07
#2	13.89	13.99	14.09
Vacation Relief	11.67	11.77	11.87
Premium Rates			
1) Lead hand -	\$0.85 per hour plus job rate.		
2) Foreman/women -	\$1.00 per hour plus job rate.		

## **Classification and Rates of Pay - Page 2**

- 3) A shift differential of \$0.45 per hour will be paid to all employees for all hours worked between 6:00 p.m. and 6:00 a.m.
- 4) Safety Footwear  
The Employer will share in the cost of safety footwear to a maximum of sixty dollars (\$60.00) per year for full-time employees and twenty-five (\$25.00) dollars per year for regular part time employees after one (1) year of employment. The Employer shall prescribe the standard of footwear required provided such is reasonable and meets the necessary safety standards.
- 5) Tools  
Personal tools used by the Industrial Mechanics which are worn out or broken in the ordinary requirements of the job shall be maintained and replaced by the Employer only after consultation with the plant manager and the maintenance department.
- 6) Freezer Wear  
Upon ratification of this agreement the Employer will make available at the employers expense, the following items:
  - a) two sets of thermal gloves;
  - b) two hooded, insulated jackets;
  - c) two sets of insulated pants.

The Employer will ensure that these items are kept clean and in good condition.

## **Classifications and Rates of Pay - Page 3**

## **GENERAL**

1. Should any legislation enacted by the Government of the Province of British Columbia through statute or regulation, improve any conditions set out in this Agreement or increase the wage rates, these rates and conditions shall automatically conform therewith.
2. In the interest of the employee's safety and health, the Employer agrees to pay the course fees for one (1) employee per shift to obtain the St. John's Ambulance safety oriented first aid certificate or equivalent. Such employee will be compensated at the rate of twenty-five cents (\$0.25) per hour, in addition to his or her regular hourly rate. This employee shall be expected to administer first aid at any time to any employee who requires such service while the designated attendant at the bakery. The attendant shall also ensure that there is an adequate supply of first aid materials and preparations and shall make the Employer aware of unsafe or unhealthy conditions if such exist.

## **JOB CLASSIFICATIONS**

**Shopman #1:** Has complete control of yeast do-nut production; operates all required equipment including mixer, water mat, dough pump, moline table, travelling prover, supervises load staff, fills jam and jelly machines, mixes jellies, etc.; is directly responsible to Production Superintendent.

**Shipper-Receiver:** Has complete charge of all shipping, is responsible for receipts, takes orders, invoices, etc.; and checks same for accuracy.

**Assistant – Shipper:** Has the responsibility to work in coordination and cooperation with the Shipper/Receiver in the performance of those duties required to accomplish the shipping and receiving job function and will when required, perform certain other production tasks.

**Wrapper/Operator I:** One who is fully trained and qualified in the safe and responsible operation of all labeling and packaging equipment and who will be responsible for the set-up and operation of all areas involved in the packaging procedures; also assists the Shipper/Receiver as required.

**Wrapper/Operator/Production Assistant:** One who is fully trained and capable of operating all packaging and labelling equipment and does relief for the Wrapper I on those occasions when required. Also performs Production Assistant duties as required.

**Production Assistant:** Primary function is to dress do-nuts -- apply sugar coating, peanut coating and icing, etc. -- or to put up boxes, package products, do occasional light cleaning, make up boxes, load machines, etc.

**Janitor #1:** Responsible for heavy cleaning tasks within the plant including cleaning of all equipment, removal of garbage, debris, etc.

**Janitor #2:** Responsible for floor washing, cleaning pots and pans, sweeping and general light cleaning work; assist Janitor #1 in light cleaning tasks.

**Lead Hand:** A bargaining unit employee designated by the Employer to be responsible for a certain sector in the bakery.

## **Classifications and Rates of Pay – Page 5**

**Foreman:** A bargaining unit employee designated by the Employer to

be responsible for the bakery in the absence of the supervisor or may be designated by the Employer to be responsible for the bakery to assist the supervisor.

**Regular part-time employees:** Those employees who regularly work less than twenty-four (24) hours per week. The wage rates for part-time employees shall increase as follows:

	<u>April 2002</u>	<u>April 2003</u>	<u>April 2004</u>
0 - 360 hours	12.51	12.61	12.71
361 - 720 hours	12.99	13.09	13.19
721 - 1080 hours	13.34	13.44	13.54
1080 - 1440 hours	13.20	13.30	13.40
upon completion of 1440 hrs.	13.89	13.99	14.09

At any time that a part-time employee has worked more than 580 hours in a 16 week period a full time position shall be declared immediately and shall be posted and filled via the posting procedure.

**Vacation relief employee:** An employee who is designated strictly to relieve for vacationing employees and shall be paid as classified in Schedule "A".

**Seasonal (Fruit Cake):** The Employer may hire employees on a strictly seasonal basis to produce special products (fruit cakes). Such employees would be informed of their status on hiring and shall be paid as per Schedule "A" for a maximum period of 1,080 hours. Should such employees work beyond 1,080 hours they shall be paid as per the scale of regular part-time employees and shall attain seniority status. Their seniority date shall begin at the date that 1,080 hours are completed. The Schedule "A" rate for the seasonal employee shall be \$10.02 per hour for the duration of the Collective Agreement.

### **Classifications and Rates of Pay - Page 6**

### **INDUSTRIAL MECHANIC TRAINING PROGRAM**

Industrial Mechanic training program and Industrial Mechanic Trainee

may be started at a rate of 70% of the classified rate, except when the rate paid prior to applying for the position is greater than 70%. In such cases the trainee shall continue to be paid at the previous classified rate until the trainee schedule catches his pay rate.

Training period	Rate as % of classified rate
start - 6 months	70%
6 months - 1 year	75%
1 year - 18 months	80%
18 months - 2 years	85%
1 years - 30 months	90%
after 30 months	100%

Employees may be accelerated in the program if particular aptitude and skills are exhibited.

## **SCHEDULE “B”**

### **OUTLINE OF HEALTH AND WELFARE PLAN**

- a) \$20,000 life insurance per employee;
- b) \$20,000 AD & D. per employee;
- c) long term disability insurance with 66% of earnings, to a maximum of \$2,000.00 per month per employee, payable after 119 days until age 65;
- d) prescription drug plan for employee and family;
- e) basic dental plan at the latest fee schedule available;
- f) extended health coverage for employee and family;
- g) semi-private hospital coverage with no deductible for employee and family;
- h) Optical insurance for employee and family, with maximum benefit of \$150.00.

**COLLECTIVE AGREEMENT**

**BETWEEN            MAX'S DO-NUTS (1964) LTD.**

**AND                    UNITED BAKERY WORKERS'  
ASSOCIATION, LOCAL NO. 62  
affiliated with the  
Christian Labour Association of Canada**

**April 1, 2002 - March 31, 2005**

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