

**COLLECTIVE AGREEMENT**

BETWEEN

**CANADA BREAD COMPANY, LIMITED**  
**(Olivieri Foods, Delta, BC)**

(hereinafter referred to as the "Employer")

of the First Part

AND

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

(hereinafter referred to as the "Union")

of the Second Part

**February 1, 2004**

**TO**

**January 31, 2009**

## Table of Contents

ARTICLE 1	PURPOSE OF AGREEMENT.....	1
ARTICLE 2	SCOPE AND RECOGNITION.....	1
ARTICLE 3	RELATIONSHIP.....	2
ARTICLE 4	UNION SECURITY .....	2
ARTICLE 5	NON-DISCRIMINATION .....	2
ARTICLE 6	MANAGEMENT RIGHTS .....	3
ARTICLE 7	NO STRIKES OR LOCK-OUTS.....	3
ARTICLE 8	SAFETY AND HEALTH .....	3
ARTICLE 9	UNION REPRESENTATION.....	4
ARTICLE 10	NEGOTIATING COMMITTEE .....	4
ARTICLE 11	GRIEVANCE PROCEDURE .....	5
ARTICLE 12	ARBITRATION .....	6
ARTICLE 13	DISCHARGE AND DISCIPLINARY ACTION .....	7
ARTICLE 14	SENIORITY .....	7
ARTICLE 15	LAYOFFS .....	9
ARTICLE 16	JOB POSTING .....	9
ARTICLE 17	LEAVE OF ABSENCE .....	10
ARTICLE 18	BEREAVEMENT LEAVE.....	11
ARTICLE 19	JURY AND WITNESS DUTY .....	11
ARTICLE 20	BULLETIN BOARDS .....	11
ARTICLE 21	HOURS OF WORK AND OVERTIME .....	11
ARTICLE 22	REST AND LUNCH PERIODS.....	13
ARTICLE 23	PREMIUMS.....	13
ARTICLE 24	PAYMENT FOR INJURED EMPLOYEES.....	13
ARTICLE 25	STATUTORY HOLIDAYS.....	13
ARTICLE 26	VACATION WITH PAY .....	14
ARTICLE 27	CLASSIFICATIONS AND WAGES .....	16
ARTICLE 28	PAY PERIOD .....	16
ARTICLE 29	WORK CLOTHING .....	16
ARTICLE 30	EMPLOYEE BENEFITS .....	17
ARTICLE 31	DURATION OF AGREEMENT.....	18
	LETTER OF UNDERSTANDING -- MECHANIC/ENGINEER CLASSIFICATION.....	19
	LETTER OF UNDERSTANDING -- ALTERNATE WORK SCHEDULES .....	20

<b>LETTER OF UNDERSTANDING -- SHIFT PREFERENCE.....</b>	<b>21</b>
<b>LETTER OF UNDERSTANDING -- JOINT LABOUR-MANAGEMENT COMMITTEE.....</b>	<b>22</b>
<b>LETTER OF UNDERSTANDING -- MISCELLANEOUS ITEMS AGREED TO .....</b>	<b>23</b>
<b>LETTER OF UNDERSTANDING -- PENSION PLAN.....</b>	<b>24</b>
<b>LETTER OF UNDERSTANDING -- BANKED OVERTIME .....</b>	<b>25</b>
<b>SCHEDULE "A" -- WAGES .....</b>	<b>26</b>

## ARTICLES OF AGREEMENT

**BETWEEN: CANADA BREAD COMPANY, LIMITED (Olivieri Foods, Delta, BC)** hereinafter referred to as the "Employer"

of the First Part

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518,** hereinafter referred to as the "Union"

of the Second Part

**WHEREAS:** The Company and the Union desire to promote harmonious relations between the Company, the Union and the employees of the Company covered by this Agreement and the parties agree to the best of their ability to provide for a competitive and profitable Company by satisfying the service and product quality needs of its customers. Further, the Company and the Union recognize the desirability of stable employment for employees.

NOW THEREFORE the Company and the Union mutually agree as follows:

### ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship and to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union; to secure prompt and fair disposition of grievances; to secure the efficient operation of the Employer's business without interruption or interference with work; and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.
- 1.02 The Employer and the Union agree to observe Section 54, Adjustment Plan, of the Labour Relations Code.

### ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit defined in the certificate issued by the British Columbia Labour Relations Board on October 20, 1993; that is, employees at and from 1631 Derwent Way, Delta, BC; except office and sales staff.
- 2.02 The Company recognizes the desirability of not having supervisory participation in production work. The Union recognizes that there will be occasions when supervisors may perform production work such as in emergencies, unscheduled absences, where assistance is required to ensure the health and safety of an employee and brief

intervention to facilitate employees in order to maintain the efficiency and effectiveness of the operation.

### **ARTICLE 3 RELATIONSHIP**

- 3.01 The Company agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while employed by the Company as a condition of continued employment.
- 3.02 A new employee shall become a member of the Union within thirty (30) calendar days following his or her date of hire.
- 3.03 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

### **ARTICLE 4 UNION SECURITY**

- 4.01 The Company agrees to deduct from the pay of each employee of the bargaining unit upon receipt of proper written authorization from the employee, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. All employees shall pay union dues.
- 4.02 The Employer shall remit the amounts so deducted, not later than the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Secretary-Treasurer of the Union.
- 4.03 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.
- 4.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reason of, deductions made or payments made in accordance with this Article.
- 4.05 The Employer agrees to record total union dues deductions paid by each employee on their T4 Income Tax Receipt.

### **ARTICLE 5 NON-DISCRIMINATION**

- 5.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, or by reason of any lawful activity or lack of activity in any labour organization.

5.02 The Employer and the Union agree to observe the provisions of the British Columbia Human Rights Code and the Charter of Rights and Freedoms.

## ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Employer shall have the exclusive right to manage the business and direct the working force, including the right to hire, suspend, discharge for just cause, lay-off, promote, assign to jobs, transfer employees from department to department, increase or decrease the working force and determine the products to be handled, subject only to the provisions of this Agreement.

The parties agree that nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Employer to manage and control the business. It is further agreed that the foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement.

## ARTICLE 7 NO STRIKES OR LOCK-OUTS

7.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike by the employees and the Employer agrees that there will be no lock-out of employees.

## ARTICLE 8 SAFETY AND HEALTH

8.01 The Employer, employees and the Union agree that they desire to maintain high standards of health, safety and sanitation and shall abide in all respects with the requirements of the Occupational Health and Safety Act.

8.02 There shall be an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Employer.

8.03 The general rules of the Occupational Safety and Health Committee shall be:

- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it.
- (c) To hold meetings at least monthly during regular working hours for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.

- (d) To keep records of all investigations, inspections, complaints and recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
- (e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the premises.

8.04 The Company acknowledges that it is preferable to have first aid coverage provided by bargaining unit employees.

## **ARTICLE 9 UNION REPRESENTATION**

9.01 Shop stewards shall be elected or appointed by the Union in a manner determined by them. To be eligible for election or appointment as a steward, an employee must have completed their probationary period. The Union shall notify the Employer, in writing, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.

9.02 A steward may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

9.03 No steward shall leave their work to investigate or process any grievance or to negotiate with the Employer without the prior consent of their supervisor. No steward may enter any department other than their own without first obtaining the consent of the supervisor of that department. Consent of the supervisor shall not be unreasonably withheld. It is understood that stewards will not absent themselves from their regular duties unreasonably. Such consent will be granted when the production of the work area and/or plant is not unduly affected. The steward shall report back to their immediate supervisor upon their return to work.

9.04 The Employer agrees that permission for the representative of the Union responsible for the membership covered by this Agreement to enter the Employer's premise will not be unreasonably withheld, on the understanding that there will be no interference with or interruption of production. Requests for such permission shall be made to the Operations Manager or their designate.

## **ARTICLE 10 NEGOTIATING COMMITTEE**

10.01 The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees who shall be regular employees of the Employer, along with representatives of the International Union.

10.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal and modification of this Agreement.

- 10.03 The Employer agrees to allow members of the Negotiating Committee leave of absence to prepare for negotiations and to meet with members of management for the purpose of negotiating to renew this Agreement. The Employer shall pay for all regular time lost at regular rates of pay for each member of the Negotiating Committee. The Union shall reimburse the Employer for such wage payments upon receipt of a monthly statement.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

- 11.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

- 11.02 The Employee shall first, with or without the Shop Steward present, register the complaint with their immediate supervisor in an attempt to resolve the complaint.

- 11.03 If, after registering the complaint with the supervisor and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

### STEP ONE

The Supervisor shall meet with the Union Steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Supervisor shall within a further two (2) working days answer to the grievance and return it to the Union.

### STEP TWO

If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Operations Manager or their designate who shall schedule a meeting to be held within two (2) working days between the Union Grievance Committee (not to exceed two (2) in number) and an equal number of representatives of Management, in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Management representative shall within a further three (3) working days give a decision in writing to the Union.

### STEP THREE

If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to a representative of Human Resources who shall schedule a meeting to be held within five (5) working days between the Union Grievance Committee (not to exceed two (2) in number) and an equal number of representatives of management, in a final attempt to resolve the grievance. The Business Agent of the Union and the grievor may be present at this meeting if requested by either party. The Management representative shall within a further three (3) working days give a decision, in writing, to the Union.

- 11.04 Time limits specified in the Grievance and Arbitration Procedures may be extended by mutual agreement, in writing, between the Employer and the Union.



- 11.05 If final settlement of the grievance is not reached in Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 12, Arbitration, at any time within ten (10) working days after the decision is received under Step Three.
- 11.06 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the Grievance Procedure.
- 11.07 The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 2. Either the Union in the case of a Union grievance or the Employer in case of an Employer grievance may refer any such grievance to arbitration under Article 12.
- 11.08 Scheduled day of rest and statutory holidays shall not be considered as working days whenever this phrase occurs in this Article.

## **ARTICLE 12 ARBITRATION**

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to an Arbitration Board within fifteen (15) working days of the reply under Step Three of the Grievance Procedure.

The Arbitration Board of three persons shall be appointed as follows:

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- (c) The two nominees so appointed shall confer to select a third person to be chairman and if failing to agree within five (5) working days upon a person willing to act, either nominee may apply to the Minister of Labour, to appoint such third member.

Should the parties mutually agree to do so, a single arbitrator may be used to resolve any dispute.

- 12.02 Each of the parties hereto will jointly share the fees and expenses of the Chairman, if any.
- 12.03 The Arbitration Board shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

12.04 The decision of the Arbitration Board shall be final and binding on the parties.

### **ARTICLE 13 DISCHARGE AND DISCIPLINARY ACTION**

13.01 A claim by an employee, that they have been discharged or suspended without just cause, shall be proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within five (5) working days after the employee receives notice that they have ceased to work for the Employer or returns to work after a suspension as the case may be.

Such special grievance may be settled by:

- (a) confirming the Employer's action;
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- (c) any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

13.02 An employee who has been dismissed without notice shall have the right to meet with a Shop Steward for a reasonable time before leaving the Employer's premises.

13.03 Any notice of suspension or disciplinary action which is intended to form part of an employee's employment record shall be given in the presence of a Shop Steward chosen by the employee and who is available in the plant. The Company shall provide the Union with notice, in writing, of suspension or discharge of an employee stating the reasons why on the day such action is taken. Failure to follow this procedure will render the disciplinary action null and void.

### **ARTICLE 14 SENIORITY**

14.01 Newly-hired employees shall serve a probationary period of ninety (90) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have their seniority dated back ninety (90) working days. During the probationary period an employee shall be employed on a trial basis and the Company shall have sole discretion to determine their suitability for continued employment. Probationary employees deemed to be unsuitable for continued employment may be discharged at the sole discretion of the Employer. The discharge of a probationary employee may be the subject of a grievance pursuant to Article 11 of this Agreement, provided the discharged employee submits the matter as a grievance at Step Two of the grievance procedure within 72 hours of meeting with the Shop Steward as provided for in clause 13.02.

14.02 Seniority shall be defined as the length of an employee's continuous service within the bargaining unit. An employee shall maintain and accumulate seniority under the following conditions:

- (a) while they are actively at work for the Employer;
- (b) during the period when an employee is prevented from performing work for the Employer by reason of injury arising out of and in the course of their employment, subject to the Employer's right to termination.
- (c) during periods of lay-off and absence due to illness or non-occupational injury until seniority has been lost in accordance with clause 14.04 (e).
- (d) during periods of leave of absence authorized in accordance with Article 17.

14.03 Seniority lists will be mailed to the Union office and posted on the bulletin board on January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

14.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if the employee voluntarily quits;
- (b) if the employee retires;
- (c) if the employee is discharged for just cause and not reinstated through the Grievance or Arbitration Procedure;
- (d) if the employee fails to report for duty for layoff or leave of absence in accordance with the Provisions of this Agreement;
- (e) if twelve (12) months have elapsed from the day of layoff;
- (f) if absent without leave for more than three (3) consecutive working days unless a reasonable explanation for the absence is provided.

14.05 Seniority shall have no application except as provided for in this Agreement.

14.06 Part-time and relief employees shall not accumulate seniority. However, if said employees are accepted for full-time employment, upon completion of the probationary period as provided for in Clause 14.01, the computation of the employee's seniority date shall be prorated to include the part-time or relief hours worked prior to becoming a full-time employee.

Part-time employees shall be employees who work less than the normal hours of work per week, and shall be used to fill vacancies caused by absenteeism, lateness, accidents, emergency situations and to complement full-time staff during temporary peaks in plant workload.

Relief employees shall be employees working the normal hours of work per week on a temporary basis to relieve full-time employees on holidays, sick leave, Workers' Compensation, leave of absence or to complement full-time staff during temporary peaks in plant workload.

It is not the Company's intention to use part-time and relief employees where it is practical to employ full-time employees. In the event of a reduction of work, part-time and relief employees shall be the first laid off.

The Company and the Union will consider alternative means of scheduling work with the intention of keeping hours of part-time and relief work as low as practical.

## **ARTICLE 15 LAYOFFS**

- 15.01 In the event of a layoff the Company will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work. Where these are relatively equal, seniority shall be applied on a plant-wide basis.
- 15.02 Laid off employees shall be recalled in order of seniority in accordance with the provisions of clause 15.01.
- 15.03 The Chief Shop Steward shall be notified in advance of the names of any employees designated for layoff.
- 15.04 Employees laid off pursuant to this article who cannot be contacted and who have been notified of recall by registered letter at their last known address and have failed within five (5) days to return to work or contact the Employer shall be deemed to have voluntarily terminated their employment and forfeited the right to recall and seniority.
- Any notice of recall by registered letter shall be sent concurrently to the Union.
- 15.05 It shall be the employee's responsibility to keep the Employer notified of any change in address or phone number so that Company records will be up to date at all times.

## **ARTICLE 16 JOB POSTING**

- 16.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification or a permanent vacancy occurs within a job classification, the Employer will post a notice of the vacancy for a period of five (5) working days. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify their desire by making written application to the person designated on the posting within the aforesaid five (5) working day posting period.
- 16.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work and, where in the opinion of the Employer these are relatively equal, seniority shall govern. If no acceptable applications are received, the Employer reserves the right to hire. The Employer will provide the Chief Shop Steward with a copy of postings and appointments in writing.

- 16.03 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should the successful applicant for vacancies be unsatisfactory within a trial period of ten (10) working days, the employee shall be returned to their former job and the vacancy may be filled without further posting. Such trial period may be extended by an additional ten (10) days by mutual agreement. In filling such a vacancy without further posting, the Employer will consider the other original applicants for the vacancy.
- 16.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid, except with the Employer's permission.
- 16.05 Any job, which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies, and jobs that become vacant while employees are on layoff shall not be deemed to be vacant for the purpose of this Article.
- 16.06 Seniority for the purpose of this Article shall mean plant wide seniority.

#### **ARTICLE 17 LEAVE OF ABSENCE**

- 17.01 The Employer may grant a leave of absence of up to six (6) months without pay for legitimate personal reasons. The Employer may refuse the application for leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area. Special consideration will be given in cases of personal or family emergencies.
- 17.02 Employees may apply for leave of absence without pay for periods of less than five days in any one week by making application to their supervisor in writing no less than two (2) days prior to the desired start date of the leave of absence. The Supervisor may refuse the application if a qualified employee is not available to replace the employee making application for a leave of absence or if the leave would interfere with the efficiency of the employee's work area.
- 17.03 Leave of absence will not be granted for the purpose of allowing employees to work elsewhere, try out new work, or venture into business for themselves.
- 17.04 Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 17.05 The Chief Shop Steward will be notified of all leaves granted under this Article.
- 17.06 The Employer, upon receiving three (3) weeks notice in writing from the Union, will grant leave of absence without pay to not more than three (3) employees at any one time to attend Union conventions or conferences. Such leaves inclusively shall not exceed an accumulated amount of twenty (20) days per year unless otherwise mutually agreed and shall be permitted only if the operations of the Employer permit but shall not be unreasonably withheld.

## **ARTICLE 18 BEREAVEMENT LEAVE**

- 18.01 The employer shall pay an employee five (5) days pay at the employee's regular straight time hourly rate for all regular time lost in the event of death of the employee's husband, wife, father, mother, brother, sister or child, and three (3) days for mother-in-law, father-in-law, grandfather and grandmother. In order to qualify the employee must:
- (a) observe the day(s) during the five (5) calendar days immediately following the date of death; and
  - (b) have completed the probationary period; and
  - (c) provide satisfactory proof of death if requested by the Employer.
- 18.02 Employees who are on vacation, layoff, leave of absence, paid holiday, sickness or for any other period during which they would not have worked shall not be eligible to receive bereavement pay.

## **ARTICLE 19 JURY AND WITNESS DUTY**

- 19.01 The Employer shall grant leave of absence with pay to an employee at their regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purposes of serving jury duty, or appearing as a witness after having been served with a subpoena. The employee shall reimburse the Employer the full amount of jury pay or witness fees. In order to qualify the employee must:
- (a) have completed the probationary period; and
  - (b) furnish a certificate of service from an officer of the court if requested by the Employer; and
  - (c) inform their immediate supervisor as soon as possible of selection for service as a juror or witness.

## **ARTICLE 20 BULLETIN BOARDS**

- 20.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted and such approval will not be unreasonably withheld.

## **ARTICLE 21 HOURS OF WORK AND OVERTIME**

- 21.01 The normal work week shall consist of forty (40) hours per week divided into five (5) consecutive eight (8) hour days.

21.02 All hours over eight (8) in a regular working days will be paid at 1.5x and all hours over eleven (11) hours on a regular working day will be paid at 2.0x.

Employees who have completed 40 hours at their regular rate will be paid at the rate of 1.5x for all hours worked in excess of 40 and 2.0x for all hours in excess of 48. Hours paid at the rate of 1.5x or 2.0x on regular work days shall not be included in determining hours in excess of 40 or 48 in a week.

21.03 The parties prefer to have work performed on a Monday to Friday schedule and the Company will maintain such schedule as far as reasonably possible. However, it is understood that the requirements and efficiency of the operation may require the Company to schedule workdays outside of a Monday to Friday schedule. The Company agrees to meet with the Union before scheduling outside of a Monday to Friday schedule.

21.04 Overtime premiums shall not be paid more than once for any hours worked.

21.05 All overtime must be authorized by the Company.

21.06 The Employer will distribute overtime to employees on the following basis:

- (a) Overtime work at the end of a scheduled shift shall first be offered to the employee currently performing that work on the shift.
- (b) Overtime work not at the end of a schedule shift shall be offered by seniority to qualified employees.
- (c) If the Company is unable to enlist a sufficient number of qualified employees to perform the work in accordance with 21.06 (a) and (b) above such overtime shall be assigned to the junior qualified employee.

21.07 An employee who, after leaving the Company's premises, is called in at any time outside their normal working hours shall be through when the emergency is over, but shall nevertheless be paid a minimum of four (4) hours at the regular rate or for the hours the employee actually worked at the applicable overtime rate, whichever is greater.

21.08 An employee who reports for work on a scheduled or assigned day, unless notified not to report before leaving home, and for whom no work is available at their scheduled or assigned job shall be offered other work at the applicable rate of pay for the job to which they were scheduled or assigned or at the employer's option will be paid for four (4) hours at their regular straight time hourly rate in lieu of work.

21.09 The Employer shall post a schedule of hours designating starting and quitting times on the bulletin board. The Employer shall endeavour to provide employees with twenty-four (24) hours' notice of a change in their schedule. When that is not possible, the Employer will undertake to notify employees affected by a scheduling change at the earliest possible opportunity.

## **ARTICLE 22 REST AND LUNCH PERIODS**

- 22.01 All employees shall be allowed a fifteen (15) minute rest period, with pay, as near midway as possible during the first and second half of each shift.
- 22.02 One-half (1/2) hour, without pay, shall be allowed for lunch as near mid-shift as possible.
- 22.03 The time of rest and lunch periods will be arranged by the supervisor in charge.

## **ARTICLE 23 PREMIUMS**

- 23.01 A shift premium of fifty-six (56) cents shall be paid for all hours worked on shifts commencing between 8:30 PM and 4:30 AM where the majority of hours worked fall between these hours.
- 23.02 Lead Hands shall be appointed at the Company's discretion. A Lead Hand shall be defined as a bargaining unit member who, in addition to their regular duties, may direct the work force and perform related administrative duties. They shall not have the authority to hire, fire or discipline. A Lead Hand will receive an additional forty (40) cents per hour.
- 23.03 Employees designated by the Company as First Aid Attendants shall be paid a premium of fifty (50) cents per hour.
- 23.04 Overtime premiums, shift premium, lead hand premiums and first aid premiums shall not be pyramided.

## **ARTICLE 24 PAYMENT FOR INJURED EMPLOYEES**

- 24.01 In the event that an employee is injured in the performance of their duties, the employee shall, to the extent that the employee is required to stop work and receive treatment, be paid for wages for the remainder of the shift in which the injury occurs. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to their home as necessary. No employee shall be required to transport an injured employee to medical care.
- 24.02 Where an employee is directed to leave work due to illness, they shall be paid for the full shift if a medical practitioner of the employee's choosing verifies that they are not ill and they return to work for the remainder of the shift.

## **ARTICLE 25 STATUTORY HOLIDAYS**

- 25.01 The following shall be recognized as Statutory Holidays for employees and shall be paid at the employee's regular straight-time hourly rate on the basis of the number of hours the employee would normally have worked on such day:



New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Remembrance Day	Boxing Day

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

25.02 An employee shall be paid for a holiday provided they:

- (a) work their last full scheduled shift before and their first full scheduled shift on the working day which immediately follows such holiday unless the employee is excused by the Employer;
- (b) have worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday. Time off work due to accident, sickness, Statutory Holidays or vacation shall be counted as days worked for the purpose of this clause.
- (c) have worked 60 days of actual work.

25.03 If an employee works on any of the said holidays, the employee shall be paid for all hours worked on the holiday at one and one-half times (1-1/2x) their regular hourly rate of pay in addition to their holiday pay as herein provided for. It is recognized that in view of the nature of the Employer's business, work on statutory holidays may be required by the Employer.

25.04 If any of the above holidays fall or are observed during an employee's vacation, the employee shall be entitled to an extra day's vacation with pay, to be taken at the end of the scheduled vacation, unless otherwise mutually agreed with the employee.

25.05 If any of the above holidays falls on an employee's regularly assigned day of rest, the regular work day before the holiday or the regular work day following the holiday will be observed as the holiday. If, however, it is not possible to observe the above alternate days, another day off with pay shall be granted within 30 days following the Statutory Holiday in question. Such day to be by mutual agreement between the Company and the employee.

## ARTICLE 26 VACATION WITH PAY

26.01 Employees shall be entitled to the following vacation entitlement and pay based on their anniversary date of service in each year:

- (a) An employee who has less than one (1) year of service shall be entitled to vacation on the basis of one (1) day for each month of service to a maximum of ten (10) days, with pay based on four (4%) percent of gross earnings in the previous year.
- (b) An employee who has one (1) or more years of continuous service but less than five (5) years of continuous service shall be entitled to two (2) weeks annual

vacation, with pay based on four (4%) percent of gross earnings in the previous year.

- (c) An employee who has five (5) or more years of continuous service but less than eleven (11) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay based on six (6%) percent of gross earnings in the previous year.
- (d) An employee who has eleven (11) or more years of continuous service but less than twenty (20) years (seventeen (17) years effective February 1, 2006) of continuous service shall be entitled to four (4) weeks annual vacation, with pay based on eight (8%) percent of gross earnings in the previous year.
- (e) An employee who has twenty (20) or more years (seventeen (17) or more years effective February 1, 2006) of continuous service shall be entitled to five (5) weeks annual vacation, with pay based on ten (10%) percent of gross earnings in the previous year.

26.02 The term gross earnings as used herein shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and general holiday pay but excluding amounts received by an employee from other sources including, but not restricted to, Workers' Compensation and Health and Welfare benefits.

26.03 The Company will post a vacation schedule beginning the first Monday in December, to determine the employee's desired vacation times. The selection of vacation will be completed no later than March 1<sup>st</sup> in each year.

The selection of vacation periods shall be on the following basis:

- (a) Employees shall in seniority order select vacation to be taken in full week blocks.
- (b) When all employees have had the opportunity to select vacation in (a) above, they shall, in seniority order, have the opportunity to select the remainder of their days up to their full allotment.
- (c) When all employees have had the opportunity to select vacation days in (b) above, they may then utilize the remainder of their days on a first-come, first-served basis by mutual agreement.
- (d) Employees may take vacation days with pay to cover off short work weeks. Vacation days so taken shall be awarded to employees in seniority order.

Vacation may be taken at any time subject to the requirement and efficiency of operations.

The Company will post the vacation schedule confirming the employee's selections by March 15.

26.04 Employees who resign or whose employment is terminated shall be paid vacation pay earned to the date of termination.

26.05 Employees must take the annual vacation to which they are entitled. Wages shall not be paid in lieu of vacation.

26.06 Vacation pay shall be shown as a separate item on the pay stub and taxed accordingly.

## **ARTICLE 27 CLASSIFICATIONS AND WAGES**

27.01 Attached to this Agreement shall be schedule of classifications and minimum wages covering all bargaining unit employees.

27.02 The rate of pay for additions to the classifications contained in the attached schedule shall be subject to discussion between the Company and the Union. New rates of pay agreed to shall be effective the date the new classification was implemented.

27.03 If the Company and the Union are unable to agree upon a rate of pay for a new classification in accordance with clause 27.02, the matter shall be subject to the Grievance Procedure.

27.04 An employee transferred to substitute during the temporary absence of another employee shall not suffer a reduction in wage. In the event of a temporary transfer to a higher paying classification, the higher wage shall be effective immediately.

In the case of temporary transfers, the transfer will be offered by seniority to qualified employees. If a senior qualified employee does not accept the transfer, the basis of transfer shall be the junior qualified employee.

27.05 An employee who, as a part of their regular duties, is required to relieve another employee, shall not have their rate of pay adjusted while so relieving.

## **ARTICLE 28 PAY PERIOD**

28.01 All employees shall be paid bi-weekly by direct deposit.

28.02 The Company shall provide each employee with an itemized statement of earnings showing regular hours, overtime hours, rate of pay and deductions.

28.03 Any errors in payroll earnings which are fifty (\$50.00) dollars or greater shall be corrected within three (3) working days. Errors in payroll earnings which are less than fifty (\$50.00) dollars will be corrected on their next payroll period.

## **ARTICLE 29 WORK CLOTHING**

29.01 The Employer will continue its practice of supplying clean uniforms, hair nets, hearing protection, waterproof coats and pants and other protective equipment it deems necessary for proper sanitation and safety at no cost to the employees.

29.02 Where the Employer requires the employee to wear protective footwear, it shall reimburse the employee for the cost of approved footwear to a maximum of one hundred (\$100.00) dollars once per year in December on receipt of proof of purchase. Where an employee is deemed by management to have multiple footwear requirements (i.e., safety footwear and rubber boots) because of job demands, the Employer shall reimburse the employee to a maximum of one hundred and fifty (\$150.00) dollars once per year in December on receipt of proof of purchase. The Employer shall determine the jobs that require multiple footwear.

**ARTICLE 30 EMPLOYEE BENEFITS**

30.01 The Employer shall pay for eligible full-time employees who have completed three (3) months of continuous service with the company:

(a) 100% of the premium costs of the following benefits;

Benefit	Coverage	Applicability	Effective Date
Group Life Insurance	\$20,000	Employee	In effect
	\$25,000		September 1, 2004
Accidental Death and Dismemberment	\$20,000	Employee	In effect
	\$25,000		September 1, 2004
Extended Health Care	80%	Employee	In effect
		Employee & family	February 1, 2005
Vision Care	\$125.00 each two years	Employee	In effect
	\$150.00 each two years	Employee	February 1, 2007
Dental Care	Plan A - 80%	Employee	In effect
	Plan B - 50%	Employee & Family	January 1, 2005
Salary continuance	Two (2) weeks at 60%, two (2) day waiting period	Employee	In effect

(b) 70% of the premium costs of the Provincial Medical Plan, single, couple or family coverage. Effective January 1, 2005, 100% of the premium costs of the Provincial Medical Plan, single, couple or family coverage.

30.02 Employees may, at their option, obtain dependent coverage for extended health care, vision care and dental plans by paying for the additional premium costs.

30.03 The Employer's share of the premium cost referred to in clause 30.01 shall be paid for employees on layoff only to the end of the month in which layoff has commenced.

30.04 The above mentioned benefits shall be administered in accordance with the regulations of the plan documents and insurance policies.

30.05 The Employer reserves the right to change carriers at any time provided that in the event a carrier is changed, an equivalent level of benefits will be maintained.

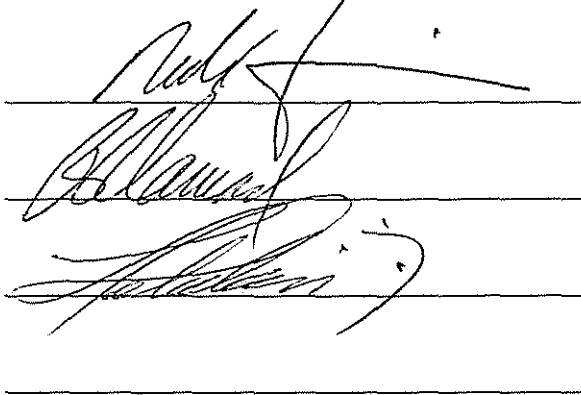
**ARTICLE 31 DURATION OF AGREEMENT**

- 31.01 This Agreement shall be from and including **February 1, 2004** to and including **January 31, 2009** and shall continue from year to year thereafter unless either party gives written notice to the other not more than four (4) months or less than ninety (90) days before the expiry of this Agreement or an anniversary of its continuation to commence collective bargaining for the purpose of concluding a renewal or revision of this Agreement.
- 31.02 Should notice be given pursuant to paragraph 31.01, this Agreement shall continue in full force and effect and the Employer, except with the consent of the Union, may not alter any term or condition of employment until a lawful lockout or strike has been commenced or a renewal or revision of this Agreement has been concluded, whichever occurs first.
- 31.03 The parties agree that the operation of subsections 50(2) and (3) of the Labour Relations Code of British Columbia is specifically excluded.

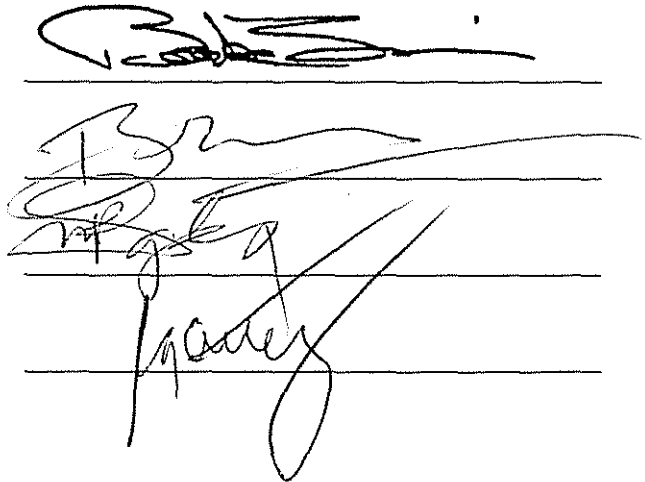
**In witness whereof the parties hereto have caused these presents to be executed the day and year first written above.**

DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



SIGNED ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING – MECHANIC/ENGINEER CLASSIFICATION**

**BETWEEN:** United Food and Commercial Workers, Local 1518

**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)

**RE: MECHANIC/ENGINEER CLASSIFICATION**


The parties agree that the Mechanic/Engineer classification will be deleted and replaced with the Journeyman classification and appropriate wage scale.

The placement of current employees in the new schedule is to be determined by the Company. No employee will suffer a reduction in pay as a result of being placed in the schedule.

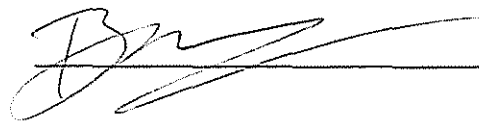
It is further agreed that Cam Le may apply for entry into the Millwright apprenticeship program through the Ministry of Skills and Training. Should he be accepted into that program, the Company agrees to take him into the Maintenance Department. It is further agreed that if he enters the Apprenticeship Program, he will be paid no less than the wage rate of his current classification in Schedule "A".

DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY

  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING – ALTERNATE WORK SCHEDULES**

**BETWEEN:** United Food and Commercial Workers, Local 1518

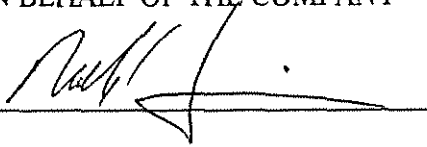
**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)

**RE: ALTERNATE WORK SCHEDULES**

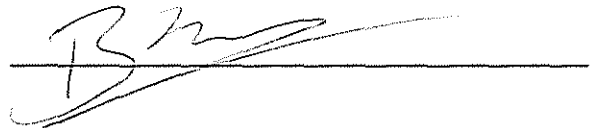
It is agreed that the parties will consider alternate work schedules of days per week and hours per day where such schedules will provide for improved operating efficiencies and reduction of overtime.

DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



SIGNED ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING -- SHIFT PREFERENCE**

**BETWEEN:** United Food and Commercial Workers, Local 1518

**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)

**RE: SHIFT PREFERENCE**

Employees will be given the opportunity to exercise their seniority to displace junior employees to obtain a preferred shifting arrangement. Such opportunity may only be exercised if the junior person displaced possesses the qualifications to perform the work that the senior employee vacates. This opportunity will first be offered on the first day of August following ratification of the Collective Agreement and each August 1 thereafter during the term of the Agreement.

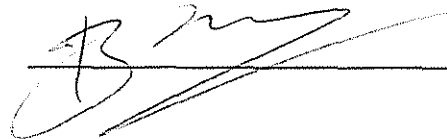
DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



---

SIGNED ON BEHALF OF THE UNION



---



**LETTER OF UNDERSTANDING – JOINT LABOUR-MANAGEMENT COMMITTEE**

**BETWEEN:** United Food and Commercial Workers, Local 1518

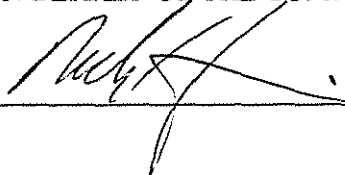
**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)

**RE: JOINT LABOUR-MANAGEMENT COMMITTEE**

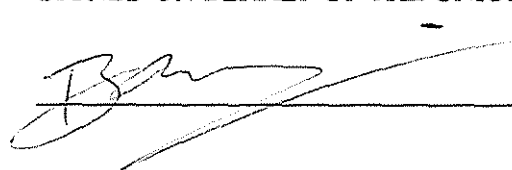
The Employer and the Union agree to schedule a Joint Labour-Management Meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation affecting matters of joint interest. Employees will be paid regular hours while in attendance. Members attending shall be by mutual agreement but will generally include the Operations Manager or designate, and the Chief Shop Steward or designate, at a minimum. Minutes shall be kept and distributed to all Committee members and shall be posted for the information of all employees.

DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY

  
\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING -- MISCELLANEOUS ITEMS AGREED TO**

**BETWEEN:** United Food and Commercial Workers, Local 1518

**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)

**RE:** MISCELLANEOUS ITEMS AGREED TO

1. Lead Hand Premium

The Company will maintain its current practice during the term of this agreement as it relates to applying the lead hand premium for eligible employees to the base rate for the purpose of calculating overtime.

2. Pyramiding of Premiums

Notwithstanding Article 23.04, the Company will maintain its current practice during the term of this agreement of allowing eligible employees to receive any one or combination of First Aid, Lead Hand and Shift premiums. First Aid and Shift premiums will not be subject to the multiplier for the purposes of calculating overtime.

3. Maintenance Tools

Maintenance employees who are required to bring tools to work to be used in the performance of their job function shall be reimbursed for worn or broken tools subject to the following: 1) the worn or broken tool is presented to management; 2) management gives prior approval for the replacement purchase including amount; and 3) the employee submits receipt of purchase.

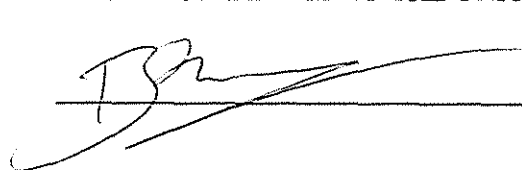
DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



---

SIGNED ON BEHALF OF THE UNION



---

**LETTER OF UNDERSTANDING -- PENSION PLAN**

**BETWEEN:** United Food and Commercial Workers, Local 1518  
**AND:** Canada Bread Company, Limited (Olivieri Foods – Delta, BC)  
**RE:** **PENSION PLAN**

Effective no later than 60 days post ratification, eligible employees will be able to join the Canada Bread Company, Limited Pension Plan B which is a non-contributory plan for members.

Under the terms of this Memorandum of Agreement, the plan will provide a benefit level at normal retirement of:

- 1) *For all employees* - fifteen dollars (\$15) per month based on twenty five (25) years of credited service or prorated accordingly on less years of service (e.g. \$15/year of credited service to a maximum of twenty five (25) years).

In any matters of interpretation, the terms and provisions of the plan shall govern and the decision of the Administrator shall be final.

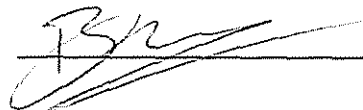
DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



---

SIGNED ON BEHALF OF THE UNION



---

**LETTER OF UNDERSTANDING -- BANKED OVERTIME**

BETWEEN: United Food and Commercial Workers, Local 1518

AND: Canada Bread Company, Limited (Olivieri Foods – Delta, BC)


RE: **BANKED OVERTIME**

The Company agrees to provide for the banking of overtime hours, to be administered as follows:

1. Employees may elect to bank overtime dollars to a maximum equivalent of forty (40) straight-time hours per calendar year. Dollars are banked at the employee's current rate of pay.
2. The employee's decision to bank overtime dollars must be communicated to the Company in writing by January 1 or July 1 in the respective calendar year for which dollars are to be banked.
3. Banked dollars will be paid out in the following circumstances:
  - a. To maximize regular earnings during a short workweek. A short workweek is defined as a week in which the number of scheduled work hours is less than forty (40) hours.
  - b. For an authorized leave of absence per Article 17.01.
  - c. For sick days that are not otherwise reimbursed per Article 30.01. Medical documentation of illness must be provided.
4. If an employee requests the Company to pay out banked dollars for a purpose other than stipulated above, banked dollars will be paid out in full and the employee will not be entitled to bank overtime dollars until the next entry date (i.e., January or June).
5. A record will be kept of all banked overtime dollars and such record will be made available to the employee upon request.
6. On December 31<sup>st</sup> of each year, the balance of the employee's banked dollars will be paid out in full.

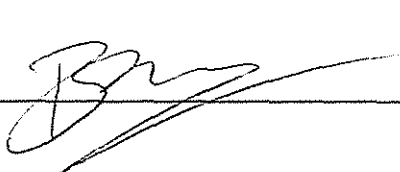
DATED THIS 29 DAY OF July, 2004.

SIGNED ON BEHALF OF THE COMPANY



---

SIGNED ON BEHALF OF THE UNION



---

**SCHEDULE "A" – WAGES**

Consecutive Months of Service	Start	6-17	18-29	30-41	Over 42				
					1-Feb-04	1-Feb-05	1-Feb-06	1-Feb-07	1-Feb-08
From	1-Feb-04				1-Feb-04	1-Feb-05	1-Feb-06	1-Feb-07	1-Feb-08
To	31-Jan-09				31-Jan-05	31-Jan-06	31-Jan-07	31-Jan-08	31-Jan-09
<b>JOURNEYPERSON</b>	22.40	22.40	22.40	22.40	22.40	22.75	23.10	23.50	23.90
<b>ASSOCIATE "A"</b> Cooks 1 & 2 Driver GT Operator Keypack Operator Material Handler Shipper/Receiver	13.00	13.50	14.00	14.75	15.50	15.85	16.20	16.60	17.00
<b>ASSOCIATE "B"</b> Box Printer Kitchen Helper Sanitation Sauce Line Operator	12.50	13.00	13.50	14.25	15.00	15.35	15.70	16.10	16.50
<b>ASSOCIATE "C"</b> Packaging "Temp" Janitor	12.00	12.50	13.00	13.75	14.50	14.85	15.20	15.60	16.00
<b>NEW HIRE</b>	10.00								

Effective February 1, 2005	Over 42 = \$0.35/hr Wage Increase
Effective February 1, 2006	Over 42 = \$0.35/hr Wage Increase
Effective February 1, 2007	Over 42 = \$0.40/hr Wage Increase
Effective February 1, 2008	Over 42 = \$0.40/hr Wage Increase

**Note:** All employees hired post ratification with the exception of qualified Maintenance and or Apprentice employees will be hired and paid in accordance with the "NEW HIRE" wage classification until such time they have successfully passed their probationary period.

\* Journeyman Apprentices to be paid in accordance with the following schedule:

Fourth-year	90% of the applicable Journeyman rate
Third-year	80% of the applicable Journeyman rate
Second-year	70% of the applicable Journeyman rate
First-year	60% of the applicable Journeyman rate

*July 29, 2007*

*[Handwritten Signature]*  
*[Handwritten Signature]*