

**COLLECTIVE AGREEMENT**  
between  
**Canada Bread Company, Limited**  
**(Langley Plant)**  
and  
**International Union of Operating**  
**Engineers, Local 882**

**Term of Agreement: April 1, 2008 to March 31, 2013**

## TABLE OF CONTENTS

ARTICLE 1 - BARGAINING AGENCY .....	4
ARTICLE 2 - UNION ESTABLISHMENT .....	4
ARTICLE 3 - DEFINITION AND JURISDICTION .....	4
ARTICLE 4 - WORKING HOURS AND OVERTIME.....	5
ARTICLE 5 - GENERAL HOLIDAYS .....	7
ARTICLE 6 - VACATIONS .....	8
ARTICLE 7 - WAGES.....	9
ARTICLE 8 - MANAGEMENT .....	11
ARTICLE 9 - SENIORITY AND DEFINITION OF EMPLOYEES .....	11
ARTICLE 10 - SEVERANCE PAY .....	13
ARTICLE 11 - SICK LEAVE .....	13
ARTICLE 12 - JURY DUTY .....	14
ARTICLE 13 - BEREAVEMENT LEAVE .....	15
ARTICLE 14 - MATERNAL AND PARENTAL LEAVE .....	15
ARTICLE 15 - UNION BUSINESS LEAVE .....	15
ARTICLE 16 - PERSONAL LEAVE.....	16
ARTICLE 17 - UNIFORMS.....	16
ARTICLE 18 - BUSINESS AGENT'S VISITS .....	16
ARTICLE 19 - STRIKES AND LOCKOUT .....	16
ARTICLE 20 - ADJUSTMENT OF GRIEVANCES .....	17
ARTICLE 21 - BOARD OF ARBITRATION .....	17

ARTICLE 22 - CANCELLATION OF PREVIOUS UNDERSTANDINGS .....	18
ARTICLE 23 - TERMINATION OF SERVICE .....	18
ARTICLE 24 - COURT RULING .....	19
ARTICLE 25 - UNION PATRONAGE .....	19
ARTICLE 26 - PENSION PLAN .....	19
ARTICLE 27 - DENTAL PLAN .....	19
ARTICLE 28 - LIFE INSURANCE .....	20
ARTICLE 29 - DRUG, EYEGLASS, HEARING AID PLAN .....	20
ARTICLE 30 - TOOLS .....	20
ARTICLE 31 - EXPIRATION AND RENEWAL .....	21
LETTER OF UNDERSTANDING #1 (RE: LIFE INSURANCE/MSP - PART-TIME EMPLOYEES) .....	22
LETTER OF UNDERSTANDING #2 (RE: GRANDFATHERING OF EXISTING EMPLOYEES) .....	23

**THIS AGREEMENT MADE this \_27<sup>th</sup>\_ day of May, 2008**

**BETWEEN: CANADA BREAD COMPANY, LIMITED**

Hereinafter referred to as the "COMPANY"

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882**, of the City of Burnaby, in the Province of British Columbia.

Hereinafter referred to as the "UNION"

**WHEREAS:** The Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and whereas both parties are pledged to assist in the operation of the plant under methods that will promote safety and efficiency to the fullest extent;

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

#### **ARTICLE 1 - BARGAINING AGENCY**

1.01 The Company recognizes the Union as the sole Bargaining Agency for the employees of the Company contained in the Certified Bargaining Unit.

#### **ARTICLE 2 - UNION ESTABLISHMENT**

2.01 All employees covered by this Agreement shall be members in good standing of the Union. The Company will continue to use the Union as a referral source for new job candidates.

#### **ARTICLE 3 - DEFINITION AND JURISDICTION**

3.01 The definition of the terms "Engineer" and "Steam Plant" as given in the "Power Engineers' Boiler and Pressure Vessel Act and Regulations" or amendments thereto, or any succeeding Act as passed by the Legislature of the Province of British Columbia, shall prevail for the purpose of this Agreement.

- 3.02 For the purpose of this Agreement, the classification "Engineer" means an employee who is a Journeyman Millwright or Journeyman Electrician, and is employed for the purposes of operating and maintaining a Bakery plant and equipment. On occasion, the Company will employ Journeyman Apprentices as per the Letter of Understanding - Apprenticeship Program.

Journeymen must hold a valid British Columbia or Inter-provincial Trades Qualification. It is an expectation of continued employment that all Journeymen hold a valid 5<sup>th</sup> class Power Engineer certification within the first 12 months of employment. It is understood that major building structural alterations are not normal work for maintenance engineers.

- 3.03 Company personnel outside of the bargaining unit shall not perform work within the bargaining unit except for: emergencies, training and/or experimentation.

#### **ARTICLE 4 - WORKING HOURS AND OVERTIME**

- 4.01 The basic work week for regular full-time engineers shall be thirty-six (36) hours divided between four (4) working days with a maximum in any one (1) day of nine (9) hours.
- 4.02 The Company shall post annually the work schedule showing the starting times, days of work, and days of rest.
- 4.03 The work schedule shall be established by mutual agreement between the Employer and the Union and once established shall not be altered unless by mutual agreement between the Employer and the Union. It is understood and agreed that changes in production, lengthy sickness or compensable injury are examples that may alter the schedule.
- 4.04 The Company agrees to grant maintenance engineers two (2) consecutive days off each week; where possible they will be granted over the weekend (Friday to Monday) and where not possible a premium of thirty-five (35) cents per hour will be paid for all hours worked during that week.
- 4.05 When scheduling two (2) consecutive days off the Company will provide forty-eight (48) hours plus a minimum of eight (8) hours between shifts.
- 4.06 All time worked over thirty-six (36) hours in any one (1) week or over the normal shift hours shall be paid for at the rate of one and one-half (1 ½ ) times the regular rate. However double (2) time shall be paid for any overtime worked in excess of two (2) hours following the completion of a regular daily shift.
- 4.07 All overtime work shall be performed only after authorization by the Company.

- 4.08 Except for emergency overtime employees shall receive at least four (4) hours notice of overtime to be worked. The Shop Steward or his alternate shall be so advised.
- 4.09 Time off in lieu of overtime will not be permitted.
- 4.10 It is understood and agreed that no designated engineer shall be permitted to leave the plant or go off duty while steam is being drawn from the boiler, nor shall any other work that may be assigned to them be allowed to interfere with the safe operation of the boiler and machinery.
- 4.11 Except in an emergency an engineer when changing shifts shall have twelve (12) hours off between shifts and receive forty-eight (48) hours' notice of such change. Also, except in an emergency, the hours by which the time off between shifts is less than twelve (12) hours shall be paid for at overtime rates. It is further agreed that changes in shifts shall be discussed by Management and the employee concerned prior to such changes being made. The Company agrees prior to rescheduling of an employee's shift that consideration will be given to hiring additional help as an alternative. An emergency will be defined as a situation which would curtail production.
- 4.12 The Company may schedule a lunch period of not more than thirty (30) minutes as near mid-shift as possible, where it is practical and in accordance with the Power Engineers' Boiler and Pressure Vessel Safety Act and Regulations. Lunch periods will be taken on the employee's own time except where an Engineer has been assigned the responsibility of the boiler(s). In this instance the meal period shall be inclusive of hours of work. Interrupted lunch period shall be paid for at the rate of time and one-half (1 ½) rescheduled later on in the shift.
- 4.13 All employees shall be given a ten (10) minute rest period approximately midway in each half-shift at a time to be designated by the Company in accordance with the requirements of the Company's operation.
- 4.14 "Call-in" or "call-back" is a request by the Company to the employee to report to work other than for a scheduled shift. This would include call-in on a scheduled day off or prior to scheduled shift, or call-back after normal shift completed. Employee's called-in or called-back shall receive not less than four (4) hours' pay and shall receive one (1) full days pay if working over four (4) hours and up to nine (9) hours at the appropriate overtime rate. Employees shall only be required to perform work related to the call-in.
- 4.15 Where the normal daily hours of work are extended in excess of a two (2) hour period due to overtime continuous with the normal shift, the Company shall provide a meal and this shall be repeated every four (4) hours thereafter.

## ARTICLE 5 - GENERAL HOLIDAYS

5.01 For the purposes of this Agreement the general holidays are:

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

5.02 Employees shall receive their normal day's pay for each such holiday proclaimed by the Provincial or Federal Governments as a general holiday or in substitution for any such general holiday.

5.03 It is hereby understood and agreed that in accordance with the prevailing practice in the Bakery Industry, where a general holiday occurs, the employee's day off in lieu of the general holiday may be taken by mutual agreement in the week prior, the week during, or the week after the date in which the general holiday falls.

5.04 Any work performed on the employee's day off in lieu of the general holiday shall be paid for at the applicable overtime rate in addition to the normal day's pay. Regular days off shall not be changed during a holiday week.

5.05 Employees will be paid one and one-half times (1 ½) for all hours worked on statutory holidays.

5.06 Except in cases of emergency, the last shift on December 24th and December 31st shall end at 9:00 p.m. or as soon as is reasonably practical to provide for the efficient shut-down of the plant.

5.07 If a public or statutory holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day of vacation or he may elect to receive a day's pay in lieu thereof. The arrangement for the extra day's vacation or pay in lieu thereof shall be made with the employee's Supervisor before the employee commences his vacation.

5.08 Each regular full-time employee shall be granted an additional day to be taken at Management's discretion in the week prior, the week during or the week after the employee's birthday.

5.09 Statutory Holiday pay for part-time employees will be calculated and paid in accordance with the Employment Standards Act.

## ARTICLE 6 - VACATIONS

- 6.01 Vacation pay shall be two percent (2%) of gross annual earnings or one (1) week's pay, whichever is the greater for each week of vacation.
- 6.02 After one (1) full year of continuous service with the Company, each regular full-time employee shall receive two (2) weeks vacation.
- 6.03 After three (3) full years of continuous service with the Company, each regular full-time employee shall receive three (3) weeks vacation. Employees entitled to three (3) weeks vacation shall receive two (2) weeks during the vacation period between May 1<sup>st</sup> and October 31<sup>st</sup>.
- 6.04 After eight (8) full years of consecutive service with the Company, each regular full-time employee shall receive four (4) weeks vacation. Employees entitled to four (4) weeks vacation shall receive two (2) weeks during the vacation period between May 1<sup>st</sup> and October 31<sup>st</sup>.
- 6.05 After thirteen (13) years of consecutive service with the Company, each regular full-time employee shall receive five (5) weeks vacation. Employees entitled to five (5) weeks vacation shall receive two (2) or three (3) weeks during the vacation period between May 1<sup>st</sup> and October 31<sup>st</sup>.
- 6.06 After eighteen (18) full years of consecutive service with the Company, each regular full-time employee shall receive six (6) weeks vacation. Employees entitled to six (6) weeks vacation shall receive two (2) or three (3) weeks during the vacation period between May 1<sup>st</sup> and October 31<sup>st</sup>.
- 6.07 After twenty-six (26) years of consecutive service with the Company, each regular full-time employee shall receive seven (7) weeks vacation. Employees entitled to seven (7) weeks vacation shall receive two (2) or three (3) weeks during the vacation period between May 1<sup>st</sup> and October 31<sup>st</sup>.
- 6.08 The vacation schedule shall be posted by January 15<sup>th</sup>, with all employees making their selections by seniority by March 1<sup>st</sup> of each year.

Employees agree to make their selections in a timely manner and not delay the vacation selection process. Employees who are absent for any reason will be responsible to comply with these dates and to contact the Company to make their selection.

Following March 1<sup>st</sup>, the vacation schedule will be posted on a bulletin board in the shop.

Employees with more than two weeks vacation may choose to hold back selection of up to two weeks vacation until later in the year. This delayed selection must be made by September 1<sup>st</sup>, on a first come, first served basis, and subject to the remaining availability on the vacation schedule.

Employees who have not completed all vacation selection by September 1<sup>st</sup> will have their vacation scheduled by the Company.

All vacation must be taken within the employee's vacation year.

- 6.09 Employees who would like to take several weeks of vacation in a block during the October 31<sup>st</sup> to May 31<sup>st</sup> period will be able to make this selection by seniority from the available vacation weeks at the time of their selection.
- 6.10 Vacation pay for part-time employees will be calculated and paid in accordance with the Employment Standards Act.

Should a regular part time employee achieve regular full time status, he shall not lose any vacation entitlement. For example, if already qualified for 3 weeks vacation, he will keep this amount and begin to accrue vacation as per article 6.03.

**ARTICLE 7 - WAGES**

- 7.01 The minimum hourly rate for all employees coming under Agreement shall be as follows:

Classification:	April 1, 2008	April 1, 2009	April 1, 2010	April 1, 2011	April 1, 2012
Journeyman Millwright	30.45	30.95	31.70	32.45	33.20
Journeyman Electrician	30.45	30.95	31.70	32.45	33.20
Lead Hand	31.95	32.45	33.20	33.95	34.70
Chief Engineer	31.95	32.45	33.20	33.95	34.70

There shall be a designated and registered Chief Engineer according to the Power Engineers' Boiler and Pressure Vessel Safety Act and Regulations and he shall be paid the above Chief Engineer's rate provided he is a member of the bargaining unit.

- 7.02 As required by the Company, employees who hold a valid PLC certification and who actively and regularly program PLCs shall receive a premium of \$0.70 per hour. Certification must be kept current.
- Employees who are not actively and regularly programming PLCs, yet who regularly troubleshoot PLCs, will have the opportunity to apply for in-house PLC troubleshooting training. Upon successful completion of the training, employees shall receive a premium of \$0.50. Certification must be kept current.
- Employees will be eligible for only one PLC premium.
- A PLC Committee chaired by the Maintenance Manager and supported by two Journeymen Electricians with significant PLC experience will be established to determine roll-out and implementation details. The PLC troubleshooting training will be rolled out by May 1, 2008. Standards for achieving and maintaining PLC certification and content of the troubleshooting training will be established by the Maintenance Manager in consultation with the PLC Committee.
- 7.03 If the majority of an employee's shift falls between 4:00 pm and 12:00 midnight, a premium of \$1.00 per hour will be paid for the entire shift worked.
- 7.04 If the majority of an employee's shift falls between 12:00 midnight and 8:00 am, a premium of \$1.25 per hour will be paid for the entire shift worked.
- 7.05 It is understood that this differential shall not apply to Engineers working a regular day shift between the hours of 6:00 a.m. and 6:00 p.m.
- 7.06 A premium rate of one dollar (\$1.00) per hour shall be paid, in addition to regular pay, for all hours worked on Sunday.
- 7.07 Employees shall be paid weekly. The Company shall deposit the employee's earnings directly into the employee's bank account.
- 7.08 In the event of Engineers temporarily filling higher positions, they shall receive the Contract rate applying to such higher rated position for the entire time they occupy that position. If Engineers are temporarily rendering service in a position paying a lower rate, their regular wage rate shall not be reduced.
- 7.09 All employees upon completion of three (3) consecutive months of full-time service shall be covered for all benefits under this Contract as soon as possible and in any event not later than one (1) month and one (1) day after first qualifying. The Company will supply the appropriate forms at the time of eligibility and the onus shall be on the employee to complete and return these forms.
- 7.10 It is understood and agreed that the rates of pay provided for herein are minimum rates and apply to the job classification and not the individual.

7.11 Union dues amounts will be recorded on employee T4 slips.

## **ARTICLE 8 - MANAGEMENT**

- 8.01 The management of the Company and the direction of the working force, including the right to plan, direct and control plant operation, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations, to hire, lay off, or relieve employees of duties, to suspend, demote, transfer, promote and discipline and discharge employees for cause, are to be the sole right and function of the Company.
- 8.02 The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Company, therefore, retains all rights not otherwise specifically covered in this Agreement.
- 8.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

## **ARTICLE 9 – SENIORITY AND DEFINITION OF EMPLOYEES**

- 9.01 (a) Seniority as referred to in this agreement shall mean the length of continuous service in the employ of the Company within the bargaining unit.
- (b) The seniority date for full time employees is established from the original date of hire (first day worked).
- (c) Seniority for part-time employees will be based on hours worked. When a part time employee becomes full-time, for seniority purposes only, he shall be credited for past service. Past service credit shall only be for the time he actually worked and will apply towards establishing his seniority date. The formula shall be all hours worked divided by 1872 hours to establish their full-time seniority start date.
- (d) A copy of the seniority list will be posted on the union bulletin board and a copy will be given to the shop steward and union office on request.

- 9.02 Seniority shall be lost if an employee:
- (i) voluntarily leaves the employ of the Company
  - (ii) is discharged for cause
  - (iii) after a lay-off, fails to report for work for five (5) working days after being recalled by telephone and the Company having sent a letter to the Union
  - (iv) has been out of employment by the Company for a period of nine (9) months or longer, without leave of absence.
- 9.03 (a) Probationary Period
- All new hires will serve a probation period of five hundred hours to determine suitability for employment. After completion of the probationary period, seniority shall be counted from the original date of hire (first day worked) for full-time employees. Part-time employees will accumulate seniority as outlined in 9.01 (c).
- (b) Regular Full Time Employees
- A regular full time employee is one who works full time (36 hours week) on a regular scheduled basis. Regular full time employees accumulate seniority and are entitled to all benefits as outlined in this Collective Agreement.
- (c) Regular Part Time Employees
- A regular part time employee is one who works less than full time on a regular scheduled basis (the same shifts each week) Regular part time employees accumulate seniority on an hourly basis from original date of hire (first day worked).
- 9.04 Promotions, lay-offs, rehiring and preference of transfers to shifts (in the event a vacancy occurs on any shifts) shall be based on length of service and ability; where ability between employees is reasonably equal, length of service shall determine. The Company agrees to post vacancies for one week but may fill such vacancies on a temporary basis until applications have been processed and a regular appointment is made.
- Regular appointments shall be made within one additional week. The times in this article may be extended by mutual agreement.
- For the purpose of this Article, a job vacancy occurs when a position becomes vacant or when the Company creates a new job and seeks applicants for same.
- 9.05 Positions designated as Lead Hand or Chief Engineer will be posted, however, the selection of the successful candidate will be based on the competitive assessment of merit.

9.06 Lay off of employees shall be in reverse order of seniority.

In the recall of employees, the last person laid off will be the first person to be recalled to work.

## **ARTICLE 10 - SEVERANCE PAY**

10.01 In the event of amalgamation, closure of the plant or a department thereof, or reduction in work force due to automation or technological advances causing a regular full-time employee to lose his employment, the Company hereby agrees to pay such an employee severance pay at his regular rate of pay according to the following schedule:

Full Time Consecutive Service	Severance Pay
Up to 2 years	One week
Over 2 years	One week's pay for every year of full-time service to a maximum of twenty (20) weeks.

10.02 The foregoing shall be in addition to the regular week's notice or week's pay in lieu thereof to which such employee may be entitled. This clause does not apply to a temporary lay-off.

## **ARTICLE 11 - SICK LEAVE**

11.01 When employees obtain regular full-time status, they shall be entitled to start earning sick leave benefits at the rate of one-half (2) day's pay per month of full-time employment up to a maximum of thirty-seven (37) days.

11.02 Such sick leave pay shall apply to the first day for the first three (3) illnesses of each calendar year, and thereafter to only the second (2nd) and third (3rd) regularly scheduled working days of illness. The employee shall provide a doctor's certificate verifying the illness if requested; however, certificates will only be requested if abuse is suspected. The Company will reimburse the employee for charges incurred in certificate preparation for the first certificate required for each illness provided the employee uses Company approved reporting forms and a doctor acceptable to the Company. Only employees who retire shall be paid any sick leave accumulation they may have to their credit.

11.03 An employee, if found abusing this privilege, shall be disciplined by the Company. The Company, as a form of discipline, may reduce or discontinue the benefit to the employee.

- 11.04 The Company shall make its Welfare Plan available to eligible employees and shall pay ninety percent (90%) of the monthly premiums of the employee's benefits under such Company plan.
- 11.05 Weekly Indemnity benefit coverage will be at the rate of sixty (60%) percent of the employee's normal weekly earnings.
- 11.06 It is understood these Weekly Disability Benefits shall be applied according to the regulations of the Company's Insurance Plan.
- 11.07 The Company will ensure that an employee injured at work will have his full wages maintained for the first three (3) working days. If payment for the first three (3) days is also made by the Workers' Compensation Board, the Company will deduct the equivalent amount of such Workers' Compensation Board payment.
- 11.08 Sick Leave accumulation may be used to supplement Weekly Indemnity to normal weekly earnings upon request.
- 11.09 The Company will establish a Long Term Disability Plan providing sixty percent (60%) of salary when Weekly Indemnity is exhausted. Sixty percent (60%) of salary includes all Government payments within the sixty percent (60%).

## **ARTICLE 12 - JURY DUTY**

- 12.01 Employees called upon to perform Jury Duty including Coroner's inquest, or are subpoenaed as a Crown Witness including witness at a Coroner's inquest, shall not suffer any loss of normal wages thereby, subject to the following conditions:
- 12.02 (a) It is understood that if an employee is not kept on Jury or witness duty and he is available for work, then the total number of hours put in between any Jury Duty or witness service and work shall not exceed nine (9) hours in any day, including traveling time from place of Jury Duty or witness service to the place of employment. It is agreed that an employee shall return to his previous job when his duty as a witness or as a Juror is completed.
- (b) Such employees shall furnish the Company with such statements of earnings as the Courts may supply.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 The Company will grant three (3) days Bereavement Leave with pay in case of death in the employee's immediate family to include father, mother, sister, brother, spouse, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, or any other relative living in the household of the employee, when such leave is necessary to make arrangements for or to attend the funeral.

Any requests for further unpaid leave will not be unreasonably withheld.

### **ARTICLE 14 - MATERNAL AND PARENTAL LEAVE**

14.01 Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act.

14.02 Requests for Pregnancy or Parental Leave must be made in writing at least four (4) weeks before the day on which the employee proposes to commence the leave and must be accompanied by a medical practitioner's certificate stating the expected or actual birth date.

### **ARTICLE 15 - UNION BUSINESS LEAVE**

15.01 Upon two (2) weeks written notice, the Employer agrees to grant time off without pay during any working day to officers of the Union in the employ of the Company for Union business.

15.02 The Employer agrees that time spent in settling grievances during the regular working hours, pursuant to the grievance procedure hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.

15.03 In order that the work of the Company shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unduly withheld.

15.04 Bargaining unit employees appointed by the Employer to represent the Company on Committees will not suffer a loss of remuneration for attending meetings held during the employee's regular working hours.

## **ARTICLE 16 - PERSONAL LEAVE**

16.01 The Company may grant a leave of absence of up to thirty (30) days without pay. Such leave of absence may only be taken outside the vacation period of May 1st to October 1st. Such leave of absence shall not be granted more than once in a two (2) year period. The Company 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 or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.

16.02 Special consideration will be given in cases of personal or family emergencies.

## **ARTICLE 17 - UNIFORMS**

17.01 The Company will supply and have laundered three (3) pairs of coveralls per week at no cost to the employee.

17.02 The Company will supply and maintain one (1) set of rain and weather gear.

## **ARTICLE 18 - BUSINESS AGENT'S VISITS**

18.01 The authorized Business Agent or Representative of the Union shall be permitted, after notifying the Manager, to talk with any employee regarding Union matters during regular working hours, but all interviews of employees by the Union Representative shall be carried on in a place in the plant or office designated by the Company. Time taken for such an interview in excess of five (5) minutes shall not be on Company time.

## **ARTICLE 19 - STRIKES AND LOCKOUT**

19.01 It is mutually agreed that there shall be no cessation of work or lockouts, and there shall be no sympathetic strikes during the term that this Agreement shall be in force.

19.02 No employee shall be required to go through any lawfully established picket line.

## **ARTICLE 20 - ADJUSTMENT OF GRIEVANCES**

- 20.01 Any complaint, disagreement, or difference of opinion between the Company, the Union, or the employees covered by this Contract which concerns the interpretation or application of the terms and provisions of this Contract shall be considered a grievance. Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties.
- 20.02 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.
- 20.03 The procedure for adjustment of disputes and grievances filed within the thirty (30) days as stated above shall be as follows:
- (i) by a discussion between the employee and his immediate superior. If a satisfactory settlement cannot be reached, then;
  - (ii) the immediate superior shall within three (3) days report to the next in line of authority, and if agreement is not reached, then;
  - (iii) the Union Representative or Representatives may take the matter up with the Company Official designated by the Company to handle Labour Relations matters. If a satisfactory settlement is not reached, the matter shall then be referred to the Board of Arbitration established in Article 21.
- 20.04 By mutual agreement the grievance may be referred to a Single Arbitrator.

## **ARTICLE 21 - BOARD OF ARBITRATION**

- 21.01 If the Union and Company Labour Representative cannot reach an adjustment upon request of either party, the grievance shall be submitted to a Board of Arbitration composed of three (3) members. The Company and the Union shall each select one (1) member, and third member shall be selected by mutual agreement of the two (2) members first selected. The third member shall be impartial and possess skill and knowledge of Labour-Management relations. The third member shall act as Chairman of the Board. If agreement cannot be reached within seven (7) days in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be referred to the Minister of Labour of British Columbia, who shall appoint a Chairman. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration. The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision the Arbitration Board shall be governed by the provisions of this Agreement.

- 21.02 The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Contract. All grievances submitted shall present an arbitrable issue under this Contract, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Contract or which involves the determination of a subject matter not covered by or arising during the terms of this Contract.
- 21.03 The finding and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.
- 21.04 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 21.05 The expense of arbitrators shall be borne equally by the parties to the arbitration.

## **ARTICLE 22 - CANCELLATION OF PREVIOUS UNDERSTANDINGS**

- 22.01 This Agreement is not subject to any other provisions, understandings, or Agreement, either written or verbal (except as prescribed by Law) between the Parties to this Agreement, and any such understandings are hereby cancelled.

## **ARTICLE 23 - TERMINATION OF SERVICE**

- 23.01 The Company agrees that, when desirous to dispose of the services of an engineer who is paid on an hourly basis, such engineer shall be given one (1) week's notice, or paid one (1) week's wages in lieu thereof, except in such cases where the Company, by Law, is entitled to dismiss without notice.
- 23.02 The Engineers' Union agrees that such engineers who are employed on an hourly basis shall give the Company one (1) week's notice when they desire to leave the employ of the Company.

## **ARTICLE 24 - COURT RULING**

24.01 In the event of any Article, section or portion of this Agreement being held improper or invalid by any Court of Law or equity, such decision shall not invalidate any other portions of the Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **ARTICLE 25 - UNION PATRONAGE**

25.01 The Engineers' Local pledges itself to promote the mutual interest of the parties to this Agreement and to continue the present amicable relations, to advertise the standing of this Company through the usual channels as a Union concern and use the Organization's good offices on behalf of the Company in every honourable manner.

## **ARTICLE 26 - PENSION PLAN**

26.01 The Company shall make available the Company's Pension Plan to eligible employees according to the provisions of the Plan. The Company agrees to advise the Union of any amendments that may be made from time to time.

26.02 Effective April 1, 2001, the Company agrees to implement a retirement benefit providing for an employee to retire with an unreduced pension benefit if they have a combined age/service point total of 85 at the time of retirement.

Effective April 1, 2005, the pension benefit level is \$1,650.00 per month.

Effective April 1, 2009, the pension benefit level shall increase to \$1700.00 per month.

Effective April 1, 2011, the pension benefit level shall increase to \$1750.00 per month.

## **ARTICLE 27 - DENTAL PLAN**

27.01 There shall be a Non-Trusteed Dental Plan to cover regular full-time employees after a six (6) month eligibility period. The Company agrees to ensure the following Dental Benefits.

PLAN A - 90% co-insurance

PLAN B - 80% co-insurance for crowns, bridges and dentures

PLAN C - 50% co-insurance for orthodontics - \$1 ,750 maximum

**ARTICLE 28 - LIFE INSURANCE**

28.01 Life Insurance coverage in the amount of \$34,000.00 covering death from any cause.

28.02 Non-occupational Accidental Death and Dismemberment coverage for loss within ninety (90) days of an accident of life, limb or sight according to the following schedule:

Loss of Life	\$34,000
Loss of both hands or both feet or sight of both eyes	\$34,000
Loss of one hand and one foot	\$34,000
Loss of one hand, sight of one eye	\$34,000
Loss of one foot, sight of one eye	\$34,000
Loss of one hand or one foot or sight of one eye	\$17,000

**ARTICLE 29 - DRUG, EYEGLASS, HEARING AID PLAN**

29.01 The Company will provide a prepaid Drug, Eyeglass and Hearing Aid Plan providing the following benefits to full-time employees:

- (a) Prepaid Drug Plan with no deductible.
- (b) Eyeglass, Lenses and Frames:  
Maximum coverage of \$225.00 each two (2) years per person.
- (c) Hearing Aids to a maximum of \$350 per person once every four (4) years.

It is understood that employee's dependents shall be covered by the above Welfare Plan.

A covered employee's unmarried children under the age of 21, or under the age of 25 while attending an educational institution provided such person is still dependent on the employee.

29.02 The Company will provide an Extended Health Benefits Plan.

**ARTICLE 30 - TOOLS**

30.01 The Company shall replace all worn out or broken hand tools.

**ARTICLE 31 - EXPIRATION AND RENEWAL**

31.01 The Agreement shall be in full force and effect from the 1st day of April 2008 until the 31st day of March 2013 and thereafter from year to year until a new Agreement is consummated.

The Parties agree to specifically exclude the operation of Section 50 (2) of the Labour Code of British Columbia Act; and to agree that there shall be no re-opening of this Agreement until the proper notice is served prior to its expiration date of March 31, 2013.

Should either party desire to make any changes in this Agreement, the party desiring the changes shall notify the other party within four (4) months of the expiry date of this Agreement.

IN WITNESS WHEREOF the Parties hereto set their hands and seals the day and year above written.

CANADA BREAD COMPANY,  
LIMITED

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 882

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**LETTER OF UNDERSTANDING #1**

BETWEEN: CANADA BREAD COMPANY, LIMITED

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 882 of the City of Burnaby, in the Province of British  
Columbia.

RE: LIFE INSURANCE/MSP - PART-TIME EMPLOYEES

Part-time employees who work an average of twenty-five (25) hours per week will be eligible for Life Insurance coverage in the amount of \$10,000.00 covering death from any cause and Company contributions of twenty-five percent (25%) of Medical Services Plan premiums.

Eligible coverage is provided on a three (3) month basis commencing February 1st, May 1st, August 1st, or November 1st of a calendar year.

Eligibility will be determined as at the expiry of the payroll period preceding December 31st, March 31st, June 30th, or September 30th of a calendar year.

To be eligible for coverage (and continued coverage), an employee must have worked an average of twenty-five (25) hours per week in thirteen (13) weeks prior to the date of determination.

An employee who fails to maintain sufficient hours of work will be disqualified.

Hours worked for the purpose of this clause include days of absence in which employees are receiving pay due to maternity leave, parental leave, Statutory Holidays, approved union leave, and bereavement leave.

For employees who are on benefit coverage it will also include days of absence for up to six (6) months for non-compensable sickness or accident, and twelve (12) months of compensable sick or accident (WCB).

IN WITNESS WHEREOF the Parties hereto set their hands and seals the day and year above written.

FOR THE COMPANY

FOR THE UNION

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**LETTER OF UNDERSTANDING #2**

BETWEEN: CANADA BREAD COMPANY, LIMITED

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 882 of the City of Burnaby, in the Province of British  
Columbia.

RE: GRANDFATHERING OF EXISTING EMPLOYEES

Current employees will not have their wage rate reduced as a result of any changes in this agreement.

Employees who do not have the appropriate trade certifications or Power Engineer certification at the date of ratification will not be required to obtain certifications to maintain their rate or classification.

IN WITNESS WHEREOF the Parties hereto set their hands and seals the day and year above written.

FOR THE COMPANY

FOR THE UNION

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