

February 4, 2015 - October 31, 2019

COLLECTIVE AGREEMENT

BETWEEN

WESTON BAKERIES LIMITED

Of Langley, B.C. (hereinafter referred to as the Employer)

And

TEAMSTERS LOCAL UNION NO. 464

(hereinafter referred to as the Union)

WITNESSETH THAT the Parties hereto agree as follows:

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the intent and purpose of this Agreement that the Company, its employees and Teamsters Local Union No. 464; will co-operate to obtain a safe and efficient facility with the unrestricted production and distribution of quality products; to promote an environment of safety first; to maintain a harmonious relationship between the Company and its employees; to provide a method of settling in an amicable manner any difference or grievance which may from time to time arise; and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties hereto. All subject to the terms of the Collective Agreement in force.

In this Agreement wherever the words “he”, “she”, “his” or “her” appear, it shall be construed as meaning persons of either gender.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for employees working in the production and shipping classifications at the Company’s plant, located at 5345 – 275 Street, Langley, BC, and excludes office staff, technical staff, salespersons, supervisors and those above the rank of supervisor.

ARTICLE 3 - UNION SECURITY

3.01 The Union shall supply the Company with application forms for Union membership and dues deductions, which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application membership forms shall be returned to the Union and shall serve as notification of commencement of employment.

ARTICLE 4 - DEDUCTION OF UNION DUES

4.01 Each of the employees covered by this Agreement hereby authorizes the Company to deduct and pay over to the Secretary of the Union, any bi-weekly or monthly dues, fines or assessments levied in accordance with the Union’s By-Laws, owing by him or her hereunder to the said Union, or as are authorized by regular and proper vote of the membership of the Union. Monies shall be deducted in accordance with the written statement supplied in duplicate by the Union which shall show the total amount owing by each employee and the names of employees for whom the deductions are to be made. Deductions of any monies owing shall also be made from employees in the month in which they terminate. Monies deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union as soon as administratively possible and shall be accompanied by a copy of the written statement supplied by the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except where specifically provided by the terms of this Agreement, the management of the Company's operations and the selection of employees for hiring, and direction of employees will continue to be vested exclusively with the Company, and shall include the right of the Company to hire, transfer, promote, demote, suspend and discharge for just cause, provided that such rights shall not be exercised to discriminate against any employee or avoid any of the provisions of this Agreement.
- 5.02 Management personnel shall not perform duties of persons they supervise except in the event of an unscheduled absence of employees or in the event of an emergency such as fire, flood, breakdown of machinery, or other emergency and/or training employees, or an act of God. Under normal circumstances management shall first inform the Shop Steward (if on duty) of the reasons for performing such work.
- 5.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall the provisions be used to discriminate against any member of the Union.

ARTICLE 6 - BUSINESS AGENTS' RIGHTS, UNION MEETINGS, AND SHOP STEWARDS

- 6.01 The authorized Business Agent or Representative of the Union shall be permitted to visit members regarding Union business during working hours, after notifying the management. No interview shall be more than five (5) minutes unless during lunch or break times and will not disrupt production.
- 6.02 The Employer recognizes the Union's right to elect or appoint up to four (4) Shop Stewards to represent the employees covered by this collective agreement. The Union may appoint alternate Shop Stewards to cover in case of absence. The Union shall notify the Employer in writing of the names of the Shop Stewards elected or appointed. The Employer shall not be required to recognize any employee as a Shop Steward unless he has acquired seniority and unless the Employer has received such notice in writing from the Union.
- In the event of expanded operations the parties agree to revisit the number of Shop Stewards required to appropriately service the membership.
- 6.03 The Employer acknowledges the right of the Union to appoint a reasonable number of employees to deal with matters, which properly arise from time to time, in connection with the renewal or modification of this Agreement. Each member of the negotiating committee shall have completed his probationary period.

ARTICLE 7 - STRIKES – LOCKOUTS

7.01 It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slowdown, nor total or partial stoppage of work.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter work week or work day whenever, in the opinion of the Employer, this is required for business reasons.

8.02 Regular Work Schedule

The maximum hours of work of an employee at straight time rate shall consist of eight (8) consecutive hours per day. The work week at straight time rate shall consist of forty (40) hours per week.

In the event full time employees are scheduled a 37.5 hour work week over 5 days, hours worked on the 6th day of the work week will be paid at one and one half times (1.5x) the regular hourly rate.

Scheduling

Scheduling will be done by classification within each department (and in production by production line) on a weekly basis in accordance with seniority and subject to employees having the present ability to perform the work in a proficient manner.

Scheduling in accordance with seniority refers to the number of hours scheduled in a week and does not preclude or limit the scheduling of shifts on a rotational basis.

The Company will provide at least twenty-four (24) hour notice of a change in the schedule except in the event of emergency or other unforeseen circumstances.

The Company will normally provide a minimum of ten (10) hours off between shifts except for emergency situations or other unforeseen circumstances. The employer will not schedule employees with less than eight (8) hours between shifts.

The Company will endeavor to provide a minimum of 1 day off on the weekend and in the event a weekend day off is not provided, the employer will endeavor to provide employees with 2 consecutive days off during the week.

Employees may, with the consent of the Company, restrict their availability to designated days in the week. Restricted employees will be scheduled hours only after unrestricted employees have been scheduled hours.

For purposes of this agreement, departments are (1) Production, (2) Shipping. The Company will endeavour to provide at least twenty-four (24) hour notice of a change in schedule except in the event of emergency or other unforeseen circumstances.

8.03 In a minimum eight (8) hour shift employees shall be scheduled for two (2) paid ten (10) minute rest periods and one (1) unpaid thirty (30) minute meal period for each shift worked.

8.04 For greater clarity, employees shall be scheduled for the following rest and meal periods:

- (i) Up to a five (5) hour shift:
one (1) paid ten (10) minute rest period
- (ii) More than five (5) hours and up to a seven (7) hour shift:
one (1) paid ten (10) minute rest period and one (1) unpaid thirty (30) minute meal period.
- (iii) More than a seven (7) hour shift:
two (2) paid ten (10) minute rest periods
one (1) unpaid thirty (30) minute meal period

8.05 Overtime shall be paid at a rate of one and one half times (1½x) the regular hourly rate for work performed in excess of eight (8) hours in the day or forty (40) hours in the week. Overtime shall be calculated at two times (2x) the hourly rate for hours worked in excess of twelve (12) hours in a shift.

If the Employment Standards legislation change, the Company reserves their right to make such adjustments, provided they maintain the requirements of the employment standards legislation.

8.06 The Employer shall pay an employee called in to perform work, not continuous with his regular work nor previously scheduled by the Employer, wages for at least four (4) hours of work at the employee's regular rate of wages.

The Employer reserves the right to require an employee to work the four (4) hours. The employee may opt to leave prior to the four (4) hours at which time he will be paid only for the hours worked.

8.07 Employees required to work two (2) hours or more of overtime, in addition to an eight (8) hour daily shift, shall be granted an additional ten (10) minute break.

8.08 The above wording does not preclude the Employer from instituting a four (4) Day Work Week or Bi-Weekly schedule where the maximum hours of work of an employee at straight time rate consists of ten (10) or twelve (12) consecutive hours per day and where the work week at straight time rate consists of forty (40) hours per week or eighty (80) hours in a bi-weekly schedule.

In such instance, overtime would be paid at a rate of one and one half times (1½x) the regular hourly rate in circumstances where the employee had been required to perform work in excess of ten (10) hours in a work day on a four (4) day work week; or eighty (80) hours in a bi-weekly schedule.

The parties agree that it is not the intention to have an averaging agreement that will exceed forty-eight (48) hours in a calendar week. If, due to business requirements or at the request of an employee group, either party may express an interest to have an extension on the forty-eight (48) hour weekly maximum, the parties will meet to discuss a revised schedule.

- 8.09 (a) For overtime that is to be less than a scheduled shift (i.e.: an extension of a shift), overtime will first be offered to those senior employees at work with the present ability and willingness to do the work in the classification(s) on the related production line or in the work area where the overtime is required. Failing this, the Employer will assign the work to employees at work with the present ability to do the work. Where appropriate the Company will assign such overtime in reverse order of seniority.
- (b) Where overtime is anticipated by the Employer to be one or more full shifts, the overtime will first be offered to those senior employees with the present ability and willingness to do the work in the classifications on the related production line or in the work area where the overtime is required. Failing this, the Employer will assign the work to employees with the present ability to do the work. Where appropriate the Company will schedule or assign such overtime in reverse order of seniority.
- 8.10 Any hours beyond twelve (12) consecutive hours in any one shift shall be worked in accordance with the Hours of Work provisions of the Employment Standards Act.

ARTICLE 9 - WAGES AND CLASSIFICATIONS

- 9.01 The wage rates specified herein are minimum. Nothing contained herein shall prohibit the paying of a higher rate of pay or implementing a bonus program at the discretion of the Company. The Company will advise the Union of any proposed wage adjustments prior to implementing same. Each employee coming under this Agreement shall be governed by the classifications and wage rates as set out in Appendix "A" (subject to any adjustments).

Employees who are promoted or permanently transferred to another department at the initiative of the Company shall be put on the wage scale of the new classification which coincides to their wage rate at the time of transfer (e.g. without reduction in wage rate).

However, if a transfer takes place as a result of a request of an employee, then such employee shall be put on the wage scale which corresponds to the hours worked with the company notwithstanding any resultant wage rate reduction.

ARTICLE 10 - PREMIUMS

10.01 Shift Premium

In the event the scheduling practices do not include a rotation between shifts, the Company will pay a shift premium of fifty cents (\$.65) per hour to those who perform work between the hours of 10:00 p.m. and 6:00 a.m. This premium is in addition to their regular wages.

Effective the 1st full pay period after November 1, 2015 the shift premium will be \$0.75.

Effective the 1st full pay period after November 1, 2017 the shift premium will be \$0.80.

Effective the 1st full pay period after November 1, 2018 the shift premium will be \$0.90.

10.02 Lead-Hand

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 his regular duties, may direct the work force and perform related administrative duties. He shall not have the authority to hire, fire or discipline. A Lead-Hand will receive an additional one dollar (\$1.00) per hour.

10.03 No Pyramiding

There shall be no pyramiding of overtime, call-in, holiday pay or premium payments.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be governed by this Article. Any employee, the Shop Steward, the Union or the Company may present a grievance. Any grievance, which is not presented within twenty (20) working days following the event, giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

Step One

Any employee who has a complaint, disagreement or difference of opinion (the complaint) with the employer shall first discuss the matter in dispute with his/her immediate supervisor. The employee or the supervisor may request the presence of a Shop Steward.

Step Two

If a satisfactory settlement cannot be reached at Step 1 within five (5) working days, then the complaint shall be advanced as a grievance, consistent with this Article.

The grievance shall be submitted in writing on a form supplied by the Union to the Plant Manager for discussion between the Plant Manager, Employee, Shop Steward and/or the Union Representative setting out the following:

- (a) the nature of the grievance and the circumstances out of which it arose;
- (b) the remedy or correction required and;
- (c) the article(s) of the agreement claimed to have been violated

Step Three

If a satisfactory settlement cannot be reached at Step 2 within five (5) working days, then the matter may be referred to the Board of Arbitration established by Article 12.

If the grievance has not been advanced within the ten (10) working days following the answer at Step One or Step Two, then it shall be deemed to have been abandoned.

- 11.02 The term “working day”, for the purpose of this Article shall not be deemed to include Saturdays, Sundays and paid Holidays.
- 11.03 Should any grievance arise directly between the Company and the Union as to the interpretation and application of the provisions of this Agreement, the grievance shall commence with Step Two of the grievance procedure.
- 11.04 A Union Representative, as contained in this Article, shall mean a full-time employee of the Teamsters Local Union No. 464.

ARTICLE 12 - ARBITRATION

- 12.01 All controversies as to the interpretation and application of this Agreement that cannot be settled by the representative of the Company and the Union shall be submitted to the Board of Arbitration. Unless otherwise agreed by the parties, the Board shall be composed of:

One (1) person acceptable to both the Company and the Union, who shall act as Chairperson.

It is agreed that the expense of the impartial Chairperson shall be equally borne by both the Union and the Company. Grievances taken before the Arbitration Board shall be submitted in writing and shall specify clearly the nature of the grievance. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement or any of its parts; the Board may, however, interpret the provisions of this Agreement.

ARTICLE 13 - DISCIPLINE

- 13.01 The Employer shall advise the employee in writing of its decision to discipline within five (5) working days of its knowledge of the incident or completion of its investigation, whichever is later.
- 13.02 When an employee is called into the Company's office to be disciplined (or, during the discipline investigative stage), the employee may, at his option request a Shop Steward to be present at that time. A copy of any disciplinary letter shall be provided to the Shop Steward.

ARTICLE 14 - SENIORITY

- 14.01 New employees shall be considered probationary employees for their first six (6) months worked and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Upon completion of the probationary period, the employees name shall be entered on the seniority list, with the seniority back dated to their date of hire.

Seniority for employees with identical start dates shall be determined by draw.

- 14.02 An up to date unit seniority list will be posted on the bulletin board every six (6) months so that it is available to employees for reference, and a copy shall be forwarded to the Union.
- 14.03 Seniority with the Company by classification shall govern in all cases of layoff, and recall to work following layoff, in the following manner, provided the employees are presently able to perform in a proficient manner the work available:
- (i) Lay-off shall take place by seniority within departments and by classification, and;
 - (ii) An employee affected may displace a more junior employee within his own classification within his department or, failing that ability, then displace a more junior employee in the Group I classification within his department, should such classification exist. A Group II classified employee may request to bypass the displacement of a Group I classified employee in their department to maintain his Group II classification.
 - (iii) An affected employee who is unable to displace a more junior employee as outlined in 14.03(ii) above, may then displace a more junior employee in another department.
 - (iv) In the event of a position elimination, the employee(s) affected may resort to the layoff procedure.
 - (v) Employees shall be recalled back to work in the reverse order to which they were laid off.

- 14.04 A person shall lose all seniority and his employment shall be terminated if he:
- (i) quits;
 - (ii) is discharged for just cause;
 - (iii) is absent from work for three (3) working days, unless a reason satisfactory to the Company is given;
 - (iv) is laid off or does not work for a period of twenty (20) consecutive weeks due to a lack of available work;
 - (v) upon being recalled, fails to report for work within seven (7) days;
 - (vi) overstays an authorized leave of absence without providing a reason satisfactory to the Company.
- 14.05 (a) In promotion within the bargaining unit, to a permanent vacancy declared by the Company, preferences shall be given to those employees having the longest Company seniority, provided that the employees in question have the physical ability, are of equal merit, have the necessary skill and present ability to perform the work required.
- (b) There shall be a trial period not to exceed two weeks, during which the employee and/or Employer can determine if the successful applicant is suitable, failing which the applicant will revert to his/her former position. The trial period may be extended by mutual agreement between the Parties.
- (c) The Company agrees that when a permanent vacancy as above occurs, to post a notice for five (5) working days inviting applications for affected full-time positions and shall decide the awarding of the job within a further five (5) working days. The posting process shall be subject to the following:
- (i) For clarification, postings shall not be made for vacancies in the Group I classification between the period September 15th and May 1st.
 - (ii) Only the original vacancy and the first subsequent vacancy where applicable shall be posted (e.g. a maximum of two (2) postings).
 - (iii) An employee who receives a posting through this procedure shall not apply for another posting for six (6) months after attaining the posted position.
 - (iv) In the event an employee returns to his former position, the vacancy will be reposted.

In the event the Company refuses an applicant due to his or her physical ability the applicant may request an independent physical assessment that will be provided for by the Company. Should the assessment provide that the employee has the physical ability, reconsideration will be given to the senior applicant.

In the event the Company refuses an applicant due to his or her merit the applicant may request a review of his or her file for clarification.

Merit will be defined and may be used in the selection process where an employee has documented disciplinary letters for attendance, tardiness and/or insubordination on file and issued within twelve (12) months of the job posting being posted.

14.06 An employee who, for the convenience of the Company, is temporarily transferred for a consecutive period in excess of one (1) minimum eight (8) hour shift or more, to a job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed, as follows:

- (i) If the rate of pay for the job to which he is transferred is less than the employee's regular pay, he shall receive his higher rate of pay.
- (ii) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay for the job to which he is temporarily transferred to.

14.07 Temporary Postings

- (a) For temporary vacancies of a known duration of more than six (6) weeks due to illness, injury, or approved leave of absence, the position will be posted as a temporary vacancy. Employees who are working in the same job classification and on the same line will have the opportunity to post for such vacancy. Preference shall be given to those employees having the longest Company seniority, provided that the employees in question are of equal fitness, merit and have present ability to perform the work required.
- (b) If an indication is made (medical or otherwise) that the employee holding the original posting will not be returning to his/her former job or position, the position will be considered vacant and reposted in accordance with provisions of Article 14.05.
- (c) Upon receiving notice from the absent employee that they are able to return to work on a regular basis, or should the position be filled via permanent posting (14.05), the employee occupying the temporary vacancy will be reassigned to their former position.
- (d) For Temporary Postings, the company shall only be obligated to post the original vacancy and prior to filling such vacancy the Company must have an employee who has the present ability to perform the work of the position vacated due to the posting.

ARTICLE 15 - REPORTING FOR WORK PAY

15.01 Any employee who reports for work at their scheduled starting time without having been previously told not to report shall be paid for four (4) hours at their regular straight time hourly rate of pay, except if work is not available due to an act of God.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 All employees covered by this Agreement shall receive a day off with pay for the following Statutory Holidays, and all other Public Holidays proclaimed by the Provincial and Federal Governments, provided they have been employed with the Company for thirty (30) working days prior to the holiday:

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

16.02 Wherever possible, it is intended that employees are to receive a day off on the day of the Statutory Holiday, however, it is recognized that the Employer may request to substitute another day off in lieu of the Statutory Holiday. This may include banking of Statutory Holidays. If a program is established, employees will have the opportunity to schedule five (5) or more Statutory Holidays together and taken as follows:

- (a) Employees will be eligible for up to ten (10) days of paid time off to be taken outside prime time (May 1 to September 30). Employees will schedule their substituted Statutory Holidays at a time after the vacation schedule has been completed or another time suitable to the parties. All time off must be taken by December 31 of the year in which it was earned.
- (b) Statutory Holidays shall not be given in advance, save by mutual consent of the Company and the employee. In the event that employees receive compensation for the Statutory Holiday(s) in advance, but are no longer employed by the Company, by either voluntary or involuntary reasons, the Statutory Holiday(s) will be treated as vacation days and deducted accordingly from the employee's vacation entitlement on termination from the Company payroll system.

The Company reserves the right to implement the above program. Further, the Company will notify the Union by October 30th in any year if they wish to discontinue the program in the following year.

16.03 To qualify for a Statutory Holiday the employee must work a minimum of fifteen (15) of the previous thirty (30) days preceding the Statutory Holiday. Holiday pay for purposes of the above will be based on the average daily hours worked by the employee in the four (4) weeks immediately preceding the holiday to a maximum of eight (8) hours. However, in the event of a work schedule where the maximum hours of work of an employee at straight time rate consists of ten (10) or twelve (12) consecutive hours per day and where the work week at straight time rate consists

of forty (40) hours per week or eighty (80) hours bi-weekly, then the calculated holiday pay will be to a maximum of ten (10) or twelve (12) hours.

- 16.04 Employees required to work the holiday, or in the event of a substituted day, shall be paid at the rate of one and one half times (1½x) the regular hourly rate for work on that day in addition to their calculated holiday pay.
- 16.05 When any of the statutory holidays listed above falls within an employee's annual vacation period such employees shall be granted one additional day off with his calculated statutory holiday pay if otherwise earned, at a time mutually agreed upon or, the calculated statutory holiday pay in lieu of.
- 16.06 Notwithstanding the above, an employee shall not be entitled to statutory pay if:
- (i) the employee fails to work his/her regular scheduled work shift immediately prior to and following a statutory holiday,
 - (ii) does not work on a holiday when required or scheduled to do so, or
 - (iii) is in receipt of other forms of compensation provided for by this agreement or by law.

ARTICLE 17 - VACATION

- 17.01 The Company determines vacation scheduling and changes and the number of employees that are on vacation at any one time.

Vacation will be scheduled within each department (and in production by line) with selection by seniority within each classification provided employees remaining have the present ability to perform the available work in a proficient manner.

The company's vacation year will be the period from January 1st to December 31st. A notice will be posted on November 1st of each calendar year, requesting employees to state their choice of vacation dates for the following calendar year.

Such notice will be removed by the Employer at the end of that month and the vacation schedule prepared and posted within ten days. Requests to reschedule vacation periods after this date will be considered by the Employer; however, the requested changes will not be made if, in the opinion of the Employer, the rescheduling will interfere with the vacations of other employees or with the Employer's operating needs.

Full time employees may have the opportunity to schedule 2 weeks' vacation between the prime vacation period of May 15th to September 15th subject to no more than 2 employees per production line with no more than 1 employee per shift and 1 person in the shipping department will be off at any one time.

- 17.02 An employee with one (1) year or more, but less than five (5) years of continuous service, as at January 1st of the vacation year shall be entitled to two (2) weeks'

vacation. Pay for such vacation shall be four percent (4%) of the total wages in the previous year (to clarify, total earnings effective for the 2012 vacation year for each 17.02, 17.03 and 17.04).

- 17.03 An employee with five (5) years or more of continuous service as at January 1st of the vacation year shall be entitled to three (3) weeks' vacation. Pay for such vacation shall be six percent (6%) of the employee's total wages in the previous year.
- 17.04 An employee with ten (10) years or more of continuous service as at January 1st of the vacation year shall be entitled to four (4) weeks' vacation. Pay for such vacation shall be eight percent (8%) of the employee's total wages in the previous year.
- 17.05 If the Employment Standards legislation change, the Company reserves their right to make such adjustments, provided they maintain the requirements of the employment standards legislation.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Company agrees to grant the necessary time off, without pay, to one employee, designated by the Union, to attend a Labour convention or to serve in any capacity on any official Union business, provided however, that notification is given to the Company in sufficient time to secure a relief person for the job involved. Such leave of absence shall be limited to a two (2) week period.

18.02 General Leave of Absence

- (a) The Employer at its discretion may grant a leave of absence without pay to an employee.
- (b) Except where the Employer specifically waives the requirement, all leave of absence requests shall be made in writing. If the Employer grants leave, it shall be confirmed in writing.

18.03 Bereavement Leave

In the event of a death in an employee's immediate family, the employee shall be granted a leave of absence of up to three (3) days with pay in accordance with the conditions in this clause. The term "immediate family" means the employee's mother, father, brother, sister, spouse, son, daughter, mother-in-law, father-in-law and grandparents

For the following relations, an eligible employee shall be granted up to one (1) day leave of absence with pay for bereavement leave: grandchild, brother-in-law, sister-in-law and spouse's grandparents. Only that portion of three (3) days that would otherwise have been time worked will be paid.

18.04 Birth Leave

An employee about to become a father shall be entitled to a two (2) day leave of absence without pay at the time of birth of his child.

18.05 Maternity and Parental Leave

The Employer will observe the provision established in the Employment Standards Act of British Columbia.

18.06 Witness/Jury Duty

If an employee is called or subpoenaed and is required to serve on jury duty, or as a witness other than in a dispute between the parties, on his normal working day, the Employer agrees to pay the equivalent of the regular rate at straight time for scheduled hours less jury duty pay. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

ARTICLE 19 HEALTH AND OTHER BENEFITS

19.01(a) The Company will together with the employees pay premiums that will be used to provide employee benefit plans as follows:

- (i) Life Insurance and Accidental Death and Dismemberment Plan;
- (ii) a basic Dental Plan;
- (iii) a basic Prescription Drug Plan; and
- (iv) BC Medical Services Plan coverage.
- (v) Effective March 1, 2015, Vision Care of up to \$150 in a calendar year.

The cost to provide such plan will be shared as follows:

Company 75% and Employee 25%.

Effective the 1st full pay period November 2015 the premium cost share will be 80% Company and 20% Employee paid.

The Company may also introduce a Long Term Disability Plan that will be 100% paid for by employees.

The employees will receive details of such plans upon eligibility for coverage.

- (b) To be eligible for coverage an employee must have worked an average of thirty six (36) hours per week, exclusive of replacement hours, in a thirteen (13) consecutive week period between October 1 and May 1. An employee who restricts their availability or who does not submit the required forms will be disqualified. Hours worked for purposes of this clause include Company paid time-off (vacations and statutory holidays) and, absence due to illness for more than ten (10) working days.
- (c) As the Benefits Plans set out herein are within the control of parties other than the Company, it follows that the Company shall not be held liable for decisions made by those parties with respect to the payment or non-payment of benefits.
- (d) The Company reserves the right to change carriers at any time provided that, in the event a carrier is changed; an equivalent level of benefit coverage is maintained.
- (e) The Company is not obligated to maintain benefit coverage where an employee has not worked in his regular job for a period of twenty four (24) months.

ARTICLE 20 - SAFETY FOOTWEAR

20.01 Where the company requires employees to wear company approved safety footwear, such wearing shall be a condition of employment and must be worn on duty at all times. Employees will be reimbursed for such footwear up to an allowance of one hundred dollars (\$100.00) per pair of shoes after each two thousand (2,000) hours of work.

ARTICLE 21 - UNIFORMS

21.01 Where the company requires an employee to wear uniforms, aprons, hats, hairnets, etc. it will provide, maintain and launder such apparel. Employees have an obligation to take care of and return Employer supplied apparel and will be charged for any attributable loss.

ARTICLE 22 - HEALTH & SAFETY

22.01 The Union and the Company will cooperate in developing and maintaining the high standards of safety with the objective of reducing and, where possible, eliminating the causes of industrial accidents. The Union and the Employer agree to constitute a joint health and safety committee consisting of a minimum of four members with an equal number of representatives from the Union and the company, which shall identify potential health and safety risks, recommend the means of improving the level of health and safety of the employees.

22.02 The joint health and safety committee will meet on a monthly basis to properly address any safety issues and concerns in a timely manner. Minutes of committee meetings will be posted in a prominent location in the workplace with details of items discussed, proposed resolutions and estimated date for resolving the safety issue or concern.

ARTICLE 23 - SEVERANCE PAY

23.01 In the event of:

1. Amalgamation, closure of the plant or a department thereof, or
2. Reduction in the work force due to the elimination of a job process, or the introduction of equipment or methods which causes a regular full-time employee to lose his employment, the Employer hereby agrees to pay such an employee severance pay at his regular rate of pay according to the following schedule:

Severance Pay

Consecutive service up to two (2) years One (1) week

Consecutive service over two (2) years One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

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

- 23.02 (a) Upon termination such employee shall be placed on a re-call list, subject to the terms of seniority article of this agreement. Each four (4) weeks during the recall period, the employee so affected shall have the option of staying on the recall list or accepting severance pay. Should he elect to remain on the re-call list, he may renew his option every fourth (4th) week but in any event, providing no suitable employment has been provided by the Employer, he must accept severance pay no later than twenty (20) weeks from the date of termination.
- (b) Employees laid off pursuant to this Article shall retain the right to be rehired for twenty (20) weeks from the date of lay-off, provided that the employee shall leave with the Employer an address at which the employee can be served notice of rehire. The onus shall rest with the employee to maintain a correct address. Any employee failing within seven (7) calendar days to respond to a notice of recall shall be deemed to have forfeited both the right to recall and seniority.
- (c) Any employee electing to take severance pay under the terms set out above shall forfeit all rights under this Agreement.
- (d) Any employee electing to retire on pension prior to normal retirement age shall not be eligible for severance pay.
- (e) Severance pay shall be paid in addition to all other sums owing to the employee.

ARTICLE 24 - PENSIONS

24.01 The Employer agrees to provide employees with the opportunity to join the George Weston Limited Pension Plan upon the completion of two years of full time service (subject to provincial legislation). Participants will be subject to all rules of the plan.

ARTICLE 25 - GENERAL

25.01 The Employer shall provide a bulletin board for the posting of official Union notices, provided they are of a non-controversial nature. All notices shall be submitted to the Plant Manager for approval prior to posting.

25.02 The Company agrees to contribute three cents (3¢) per hour worked (not inclusive of overtime) into the Teamsters Education Fund.

ARTICLE 26 - NEW CLASSIFICATIONS

26.01 New classifications may be added to this agreement, titles, and rates thereof for any new classifications or position that may thereafter be established, shall be subject to negotiation between the Company and the Union, and an amendment or supplementary agreement shall be executed in respect to any such new positions or classifications.

ARTICLE 27 - DURATION, TERMINATION AND AMENDMENTS

27.01 (a) This Agreement shall be in force and effect as of February 4, 2015 and continue in full force and effect through October 31, 2019 and from year to year thereafter.

(b) Either party may terminate or propose amendments to this Agreement on the expiry date or any anniversary date thereafter by notice in writing not more than ninety (90) days and not less than sixty (60) days prior to the expiry date of this Agreement or any subsequent anniversary of said agreement.

DATED AT British Columbia, this day of 2015

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX A

Wages and Classifications

The following represents the new wage scale and will be introduced the 1st full pay period after the date of ratification.

	Hours worked	0-1000	1001-2000	2001-3000	3001-4000	4001-6000	6001-8000	8001-10000	10001-12000	12000+
November 2014	Group 1	\$14.99	\$15.27	\$15.55	\$15.78	\$16.02	\$16.58			
	Group 2	\$14.99	\$15.55	\$16.10	\$16.34	\$16.67	\$17.01	\$17.35	\$17.69	\$18.45
	Lead Hand	\$15.99	\$16.55	\$17.10	\$17.34	\$17.67	\$18.01	\$18.35	\$18.69	\$19.45
November 2015	Group 1	\$14.99	\$15.27	\$15.55	\$15.78	\$16.02	\$16.98			
	Group 2	\$14.99	\$15.55	\$16.10	\$16.34	\$16.67	\$17.01	\$17.35	\$17.69	\$18.85
	Lead Hand	\$15.99	\$16.55	\$17.10	\$17.34	\$17.67	\$18.01	\$18.35	\$18.69	\$19.85
November 2017	Group 1	\$14.99	\$15.27	\$15.55	\$15.78	\$16.02	\$16.98			
	Group 2	\$14.99	\$15.55	\$16.10	\$16.34	\$16.67	\$17.01	\$17.35	\$17.69	\$19.25
	Lead Hand	\$15.99	\$16.55	\$17.10	\$17.34	\$17.67	\$18.01	\$18.35	\$18.69	\$20.25
November 2018	Group 1	\$14.99	\$15.27	\$15.55	\$15.78	\$16.02	\$16.98			
	Group 2	\$14.99	\$15.55	\$16.10	\$16.34	\$16.67	\$17.01	\$17.35	\$17.69	\$19.65
	Lead Hand	\$15.99	\$16.55	\$17.10	\$17.34	\$17.67	\$18.01	\$18.35	\$18.69	\$20.65

Group 1

General
Production and
Assistant Shipper

Group 2

Mixer,
Divider/Krd,
Oven Operator,
Bread/Roll Wrap Operator,
Shipper/Receiver

Effective the 1st full pay period November 2016, the Company will provide a lump sum payment as follows;

- Employees who are on payroll who have worked up to 600 hours in the previous 52 weeks - \$200
- Employees who are on payroll who have worked between 601 and 1100 hours in the previous 52 weeks - \$400
- Employees who are on payroll who have worked between 1101 and 1600 hours in the previous 52 weeks - \$600
- Employees who are on payroll who have worked more than 1601 hours in the previous 52 weeks - \$800.

Hours paid for Vacation, Statutory Holidays and Bereavement Pay will be considered hours worked.

LETTER OF UNDERSTANDING

BETWEEN:

Weston Bakeries Limited.

AND:

TEAMSTERS LOCAL UNION NO. 464

RE: Shift Selections and Bi-Weekly Schedules:

The Company will advise the employees when they are preparing for the summer and winter schedules, after which schedules will be posted. The memo will be posted for 1 week during which time employees may apply for a shift within their production line and classification. Employees who apply will be given the opportunity by seniority, subject to having the present ability to perform the job in an efficient manner. The Company will accept such requests provided the production line is able to maintain the necessary skill sets on each shift to meet the requirements and efficiencies of each shift.

Bi-Weekly Schedule

Should the Company introduce a bi-weekly schedule, the Parties agree that prior to the implementation of such schedule, the schedule will be posted two (2) weeks in advance to allow employees to view the new schedule. Employees wishing to change shifts may have the opportunity to do so under the same guidelines as noted above.

After the schedule has been posted and where it is necessary to increase the hours by two (2) hours or more on any shift the Company will pay the overtime rate for all hours worked beyond the two (2) hour shift change.

DATED AT British Columbia, this day of 2015

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING

BETWEEN:

Weston Bakeries Limited.

AND:

TEAMSTERS LOCAL UNION NO. 464

Personal Time Bank (1 point = 1 day, up to 8 hours pay)

Qualification: Employees who are incident free for 1 calendar year will receive 1 point. (This year, date of ratification to December 31st 2015)

For each year after qualification, employees who have a point or more in their bank and who do not miss more days in the calendar year than points in the bank will continue to earn 1 point each calendar year. (Days paid for Vacation, Statutory Holidays, Jury Duty, Bereavement Pay and approved personal LOA will be considered days worked)

Employees who do not earn a point in any year must requalify by going incident free for 1 calendar year.

Employees will be able to accumulate up to a maximum of 3 points in their bank. Employees who have 3 points in the bank and who would otherwise continue to qualify for an additional point will receive 8 hours pay in lieu of the point being added to their bank.

DATED AT British Columbia, this day of 2015

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART
