

# COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 16<sup>th</sup> day of September, 2005.

**BETWEEN:**

**CANADA BREAD COMPANY LIMITED**  
Vancouver, B.C.

(hereinafter referred to as the "Company")

OF THE FIRST PART

**AND:**

**TEAMSTERS LOCAL UNION NO. 464**  
of the City of Vancouver, Province of British Columbia,  
Affiliated with the International Brotherhood of Teamsters.

(hereinafter referred to as the "Union")

OF THE SECOND PART

**- VANCOUVER SALES AGREEMENT -**  
April 1, 2008 to October 31, 2014

WITNESSETH THAT the Parties hereto agree as follows:

CANADA BREAD COMPANY LIMITED

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## **ARTICLE 1 – UNION SECURITY**

- 1.01 All employees covered by this Agreement must become members of the Union within fourteen (14) calendar days of their commencing their employment hereunder. The Company agrees to retain in his employ, within the group covered by this Agreement, only members of the Union in good standing and to notify the Union within ten (10) calendar days of any new employees hired or former employees returned to the payroll.
- 1.02 It is further agreed: That any person not a member of the Union, shall not work at occupations which come under the Union's jurisdiction, except in cases of emergency and then only until a member of the Union can be placed on the job. Where this provision operates against the efficiency of the Plant, the Union undertakes to consider exemption in any particular case put before it. In the event of failure to reach agreement, the matter will be submitted to Arbitration under the provisions of Article 25.03.
- 1.03 That the Union's jurisdiction shall be deemed to include employees within the bargaining unit engaged in the sale and/or distribution of bakery products or such other products as the Company may from time to time sell or distribute.
- 1.04 In the event, the Company acquires a new establishment by consolidation, merger or otherwise, within the jurisdictional area covered by the Certificate of Bargaining Authority, the Agreement shall be applicable to such acquisition.
- 1.05 The parties hereto shall not use any leasing device to a third party which has the effect of evading this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Company shall have the exclusive right and power to manage the business and direct the working force, including the right to hire, suspend for cause, discharge for cause, layoff, promote, assign to jobs, transfer employees from department to department, to increase or decrease the working force, to determine the products to be handled.
- 2.02 The nature of a suspension, length of a suspension and the date of implementation of a suspension shall be provided to an employee in writing and the Union shall be so notified immediately.
- 2.03 Nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Company to manage and control the business. It is further agreed that nothing in this Article shall be used to discriminate against any employee of the Union, its members or its Executive.
- 2.04 In the event the Company deems it necessary to call an employee up before Management or supervisory personnel for disciplinary action, it is understood by the Parties that the employee being called up, or the Company would have the option of having the Shop Steward in attendance at such time.
- 2.05 Nothing in any of the provisions of this Article shall in any way limit, void or affect the other provisions of this Agreement.

### **ARTICLE 3 – DEDUCTION OF DUES, ETC.**

- 3.01 Each of the employees covered by this Agreement hereby authorizes the Company to deduct and pay over to the Secretary of the Union, any 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 names of the employees for whom the deductions are to be made. Deductions of any monies owing shall also be made from any employees in the month in which they terminate. Monies deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the following month and shall be accompanied by a copy of the written statement supplied by the Union.

### **ARTICLE 4 – SHOP STEWARDS**

- 4.01 There shall be a shop steward at each operation covered by this Agreement, if the Union so desires, to see whether the members of the Union and the Company live up to the provisions of this Agreement and to report any infractions of such provisions and rules to the Supervisor, who shall promptly deal with same. Such Shop Steward shall be elected by the Union members in the shop concerned, failing which, a Shop Steward may be appointed by the Union, and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for Union activities.
- 4.02 The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of the Agreement. The Shop Steward shall report to the Union officers any violation of this Agreement.

### **ARTICLE 5 – UNION ACTIVITIES OF EMPLOYEES**

- 5.01 No employee shall be discharged or discriminated against for any lawful Union activity. No employee who serves on a committee shall lose his position or be discriminated against for that reason. The Company shall allow time off work without pay to any employee who is serving on a Union Committee or as Union delegate, providing that all requests for time off are reasonable, do not interfere with the proper operation of the plant or routes and are made by an Officer of the Union.

### **ARTICLE 6 – UNION NOTICES**

- 6.01 The Company agrees to provide space which is readily accessible for the Union notices of direct interest to the employees.

### **ARTICLE 7 – CONFLICTING AGREEMENT**

- 7.01 It is further agreed by the Company that no Union member will be asked to make any written or verbal agreement conflicting with this Agreement. No Union member shall make any written or verbal agreement with the Company conflicting with this Agreement.

## **ARTICLE 8 – DAYS AND HOURS OF WORK AND OVERTIME**

- 8.01 All employees covered by this Agreement shall work either a four (4) or five (5) day, forty (40) hour week at the Company's option. Where reasonably possible, the Company will endeavour to give two (2) days off consecutively, with one (1) day being Sunday.
- 8.02 A four (4) or five (5) day, forty (40) hour week at the Company's option shall constitute the work week for Transport Drivers, Transport Drivers (Semi-trailer) and Sales Clerks. Overtime at the rate of time and one-half (1½) shall be paid for all time worked over the standard workday (eight or ten hours).
- 8.03 There shall be no split shifts. Minimum time off between shifts shall be twelve (12) hours, except where combined with days off. In such cases, twenty-four (24) hours shall be added for each day off.
- 8.04 Work schedules shall be posted at least forty-eight (48) hours in advance and employees must be notified of any change before leaving shifts.
- 8.05 Subject to the provisions of Article 19, Statutory Holidays, overtime shall be paid at the time wages are paid for the week in which overtime is worked.
- 8.06 Time clocks shall be used by the Company to show properly and correctly the daily record of the working hours of each employee which shall be available for inspection by the Union upon request.
- 8.07 Where, by agreement between the Parties, there shall be no time clock installed, a correct and proper written time card record of daily hours of work shall be kept by the employees affected. Such records to be used for purpose of calculating overtime pay for employees and shall be retained for a period of ninety (90) days.
- 8.08 No employee without prior written permission from the Union shall perform any work before recording his starting time or after recording his finishing time.
- 8.09 The Company shall post the schedule of working hours for each employee and may change such schedule at his own discretion, providing at least forty-eight (48) hours notice is given.
- 8.10 Employees who transfer to another classification shall be excluded from the overtime provisions of this Article for a period of three (3) calendar weeks from the date of assignment to the learning of a route or position, providing such overtime is not occasioned by:
- (i) Mechanical breakdown
  - (ii) Delays or conditions or overtime not attributable to said employee.
- 8.11 Part-time sales clerks may be hired but must not be used in any way to reduce the work week of a regular full-time sales clerk, or to in any way limit the number of regular full-time Sales Clerks that may be used. The parties agree to one full-time position per store. Stores which currently have two full-time positions will be reduced through attrition.

## **ARTICLE 9 – LINE HAUL OPERATIONS**

### **9.01 Kilometre Conditions**

- (a) Except as otherwise mutually agreed between the parties hereto, all employees engaged in line operations shall be subject to all terms and conditions provided by this agreement save as hereafter expressly provided. This Article shall cover all employees of the Company engaged in hauling commodities over one hundred (100) from base of operations.
- (b) Local warehouse work and city pickup and delivery service are not subject to the terms and conditions of this Article.
- (c) A guide for time spent on the activities outlined in (a) and (b) above, save and except repair of equipment, time spent of ferries & boats and meetings or interviews called or requested by the Company, will be established by the Committee as outlined in 9.02(b) below. In instances where extenuating circumstances require an employee to work longer than the time established in the guide, the employee is required to submit the hours and explanation for management approval. Approval will not be unreasonably withheld.

### **9.02 Reporting Notice**

- (a) Employees shall be given at least two (2) hours notice when ordered to report for duty at both the home terminal and at the end of the run where they have been effectively released from duty by the Company.

### **Kilometre Guides**

- (b) Kilometre guides for routes will be established by a Committee comprised of two management representatives and two employee representatives. In the event of disagreement the parties will provide a mutually agreeable driver and Company representative to do the ride along to establish the kilometre guide for the particular route in question.

### **8-Hour Guarantee**

- (c) When an employee has been called for duty and has begun his trip or tour, he shall be guaranteed a minimum of eight (8) hours work and/or pay at the hourly work time rate for the trip or any portion thereof.

### **Minimum Pay**

- (d) When an employee reports to work after being called and no work is available, he shall receive a minimum of four (4) hours pay at the work time rate.

### **4-Hour Guarantee**

- (e) When an employee reports in accordance with an established reporting time and no work is provided, he will receive the minimum number of hours pay (four (4) hours), UNLESS he has been notified at least two (2) hours ahead of the regular reporting time that no work is available. Any employee who has an established reporting time and is unable to report for duty for any reason, he will advise the Company at least two (2) hours prior to such reporting time.

### **Local Dispatching Rules**

- (f) All employees shall be dispatched according to agreed upon local dispatching rules. Failure of the Company and the Union to agree on such rules shall result in applying the Grievance Procedure.

#### **Student Trips**

- (g) Employees on student trips shall be paid in accordance with the provisions of this Agreement. This means that employees who are instructed by the Company to go out on student trips will be paid on the same basis as the drivers with whom they make the student trips.

#### **9.03 Work Time**

- (a) Work time shall include but not be limited to loading, unloading, repair of equipment, chaining and unchaining of tires, time spent on ferries and boats except as otherwise provided in this Agreement and when drivers are required to stay with equipment. Fuelling at company and keyed pumps, hooking up and unhooking, will be included as work time when the driver performs the function.

#### **Finishing Time**

- (b) Provided that an employee shall not be deemed to have completed his day's work until he has completed all duties required of him by the Company and without limiting the generality of the foregoing, until he has unloaded his truck, refuelled and checked his truck, balanced his daily load sheet or other records of goods supplied and deliveries made, completed any other necessary records and attended at any meeting or interview called or requested by the Company.

#### **9.04 Travel Time**

- (a) All hours travelling on public transportation from the point deadhead commenced to the destination point designated by the Company shall be paid for at his regular straight time hour rate plus subsistence allowance if applicable and the cost of such transportation.

#### **Deadhead**

- (b) Each employee who is covered by this Agreement and who is required by the Company to ride Company equipment in deadhead manner, will be paid the regular straight time hourly rate for all hours spent in riding such equipment.

#### **9.05 Wait Time**

- (a) Wait time shall be paid for all time spent waiting to load, unload, waiting for loads, waiting for equipment to be repaired and waiting for roads to be cleared with a maximum of eight (8) hours pay for waiting time in each twenty (20) hour period.

Wait time is clarified as follows: Wait time is not cumulative and shall not be subject to overtime. For the purpose of determining wait time pay, each stop shall be considered a separate waiting period.

When a driver is held more than one (1) day, he shall receive wait time pay for the first eight (8) hours of each twenty (20) hour period.

- (b) All time lost due to delays as a result of overloads or certification violation involving federal, state, provincial or city regulations, shall be paid for at regular applicable wait time rate in this Agreement unless required to stay with equipment.

Where possible it shall be the duty of the employee to ascertain that he is not hauling an overload. It shall be the duty of the employee to ascertain that he has all the necessary and required licenses, certificate and permits before leaving the terminal provided however that the Company shall arrange for all permits to be made available to its employees.

#### 9.06 **Subsistence**

- (a) Each employee will receive a subsistence allowance according to the area rate as stipulated in Appendix "B".

- (b) Sleeper cab drivers shall receive the rate as outlined per day or any portion thereof after eight (8) hours.

Definition: Each employee shall be entitled to the full subsistence after eight (8) hours up to twenty-four (24) hours from the time he started his tour and each twenty-four (24) hour period thereafter.

- (c) Single man drivers who have been put to rest on layover or book-off away from their home terminal shall receive the rate as outlined per day or any portion thereof after ten (10) hours the first day and on the basis as stipulated in Appendix "B" for each succeeding day.

Definition: Each employee shall be entitled to the full subsistence after ten (10) hours up to twenty-four (24) hours from the time he started his trip.

Drivers on a turnaround in excess of ten (10) hours who stop to eat will be entitled to one meal paid for by the Company to a maximum of \$4.00 (a voucher may be required) and straight time pay while eating.

#### 9.07 **Bobtail**

Driving of tractor without trailer shall be paid for on the same basis as driving tractor-trailers.

#### 9.08 **Kilometre Rates**

Definition: Kilometre rates, as specified in Appendix "B", are composite rates and shall be paid to compensate for the following duties performed:

- (1) Driving, checking equipment, making Company required reports.

#### 9.09 **Kilometres and Hours**

All runs and trips shall be paid for at the kilometre rate for kilometres driven except that the hourly rate shall apply in the event that the amount earned under the applicable kilometre rate provides less than the hourly rate for the total driving time on a particular trip. The onus is upon the driver to question the rate of pay by marking his trip and pay report accordingly.

#### 9.10 **Single Man Operation**

- (a) For definition purposes the word "trip" will be used when referring to single man operations. A single man trip is considered from point of dispatch to point of rest, layover or book-off.
- (b) The regular hours of work for employees engaged in single man operations shall be ten (10) hours per trip, sixty (60) hours per week in any seven (7) day period, it being understood that there will be no pyramiding of overtime. The Company shall pay for all time driving and



working in excess of the regular hours at the overtime rate as specified hereafter and shall continue at the overtime rate until a minimum rest period of four (4) hours is provided. This rate does not apply to the layover and wait time but is calculated on the driving and work time only at half the work time rate per hour.

#### 9.11 Sleeper Cab Operations

- (a) "Tour" will be used when referring to sleeper cab operations and shall mean the period between departure from and return to home terminal.
- (b) Sleeper cab operations shall be performed by two (2) drivers in equipment properly equipped with sleeper berths. The Company shall designate the home terminal of each driver team and designate the routes to be travelled on each tour from home terminal to destination and return to home terminal and each driver shall be paid for driving one-half (1/2) the kilometres the vehicle travelled in making the tour.
- (c) Once driver teams are established, it is understood that they are not to be separated unless mutually agreed to by the Company, and the driver team involved except in cases of emergency, or reduction in force, or temporary training. Should the Company and/or the driver team involved fail to resolve the dispute, such dispute will be subject to Article 25, Grievance Procedure.
- (d) Only two (2) men shall be permitted in sleeper cab equipment at any time except in cases of emergency or where new type equipment is put into operation. In no event shall a Driver Supervisor or other authorized personnel be in the cab in addition to the two (2) drivers for more than three hundred (300) kilometres.
- (e) No sleeper team under 9.11 shall be placed on layover if routed on any tour with outbound kilometres under five hundred (500) kilometres.
- (f) The Company may use a sleeper cab driver or team to effect a single man operation but will not do this when it adversely affects the single man board or when it creates excess layover time for sleeper cab drivers.
- (g) Wherever possible sleeper cab drivers shall be entitled to have a minimum of four (4) hours off duty excluding call time after completion of their tour.

### ARTICLE 10 – WAGES

- 10.01 The Company shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications of work therein contained. Schedule "A" shall be deemed to be contained in and form part of this Agreement.

### ARTICLE 11 – SHIFT DIFFERENTIAL

- 11.01 In addition to all other sums of money payable under this Agreement, the Company shall pay the sum of ninety cents (\$.90) per hour for every hour worked between the hours of 6:00 P.M. on the one day and 6:00 A.M. the following day to Transport Drivers, Transport Drivers (Semi-Trailer) and Sales Clerks.

## **ARTICLE 12 – PAY DAYS**

- 12.01 All wages shall be paid by direct deposit on a weekly basis.
- 12.02 The Company shall provide each employee covered by this Agreement with an itemized statement of earnings which shall indicate:
1. Number of hours worked.
  2. Number of overtime hours worked.
  3. Total wages.
  4. Statements of deductions and amounts applicable thereto.

## **ARTICLE 13 – POSTING OF VACANCIES AND PROMOTIONS**

- 13.01 Job classifications which may become open during the term of this Agreement shall be filled according to seniority and ability; where ability between employees is reasonably equal, seniority shall prevail. The onus of establishing between employees that their ability is not reasonably equal shall be on the Company.

Distribution/Transport Employees will be considered first for postings in their department.

Upon request from the Shop Steward, an unsuccessful applicant shall be given reasons why he was not selected for the vacancy.

- 13.02 Routes or job classifications to be filled shall be done in the following manner:
- (a) All new routes, vacant routes and positions shall be posted on the bulletin board at the operation affected for a period of three (3) working days with details of earnings, sales and any other pertinent information. However, there shall be only one other posting of any vacancy created as a result of the original vacancy.
  - (b) Any employee in the bargaining unit desiring the new route, vacant route or position, shall make application in writing to the Supervisor or Coordinator within the period of posting. The successful bidder shall be given a trial period not to exceed three (3) calendar weeks; if not satisfactory, he shall be given the opportunity to revert to his former route or position.
  - (c) Unsuccessful applicants under Sub-section (b) above shall be considered in filling any vacant route or position arising out of the original vacancy.
  - (d) Application for vacant routes or positions will not be entertained if the applicant has applied for and been given a vacant route or position less than twelve (12) months previously.
  - (e) Any employee hired after December 1, 1986, may not bid on Bread Basket vacancies or bump into Bread Basket positions.
- 13.03 Employees off sick, on compensation or on holidays, shall be notified of job vacancies by the Company, provided the employee, in writing, has requested a change. The Shop Stewards shall receive a copy of the vacation schedule. It shall be the responsibility of the employee to keep the Company informed of his current address.

#### 13.04 Miscellaneous

The results of all postings to be announced and the employees affected to be notified within seven (7) days. In the event a successful applicant is not assigned to the new position within fourteen (14) calendar days, the Company shall notify the Union.

If such vacancies or promotions are filled by other than the senior applicant, the Company shall notify the Shop Steward and/or the Union within forty-eight (48) hours and shall supply them with the names of all the applicants for the vacancy or promotion.

### **ARTICLE 14 – NEW CLASSIFICATIONS**

14.01 The Company shall negotiate with the Union, the establishment of and the rate of wages to be paid for any classification of work other than those set forth in Schedule "A".

14.02 In the event that the Company and the Union cannot reach agreement concerning any proposed classification of work either Party may invoke the Grievance Procedure set forth in Article 25 of this Agreement. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such position.

### **ARTICLE 15 – UTILIZATION OF EMPLOYMENT**

15.01 When an employee is required to fill the place of another employee receiving a higher rate of pay, if only for a day or the greater part of a day, he shall receive the higher rate, but if he is required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed to the lower rate.

This provision shall not apply when due to lack of work an employee may be reclassified.

15.02 (a) All employees shall be employed in a manner conforming to the listed classifications. It is recognized that the nature of an operation or the season of the year may render it necessary to combine two or more classifications.

(b) Any employee affected by the combining of his classification with any other classifications shall be paid at the highest rate of the combined classifications for so long as such classifications are combined. This does not include present exceptions or such other exceptions as may be mutually agreed upon by the Union and the Company.

### **ARTICLE 16 – MINIMUM PAY**

16.01 An employee may be called to work on his days off. For this additional day's work employees shall be paid at the overtime hourly rate for hours worked the sixth (6<sup>th</sup>) day. All hours worked in excess of eight (8) hours shall be paid at the double time rate.

### **ARTICLE 17 – EATING AND REST PERIOD**

17.01 Each employee shall be allowed a maximum of one (1) hour a day, without pay, for meals and rest periods.

## ARTICLE 18 – ANNUAL HOLIDAYS

- 18.01 Employees with one (1) year or more of continuous service shall receive two (2) consecutive weeks of vacation, with vacation pay at the rate of four (4%) of gross earnings during the working year, or two (2) weeks pay, whichever is the greater.
- 18.02 Employees with three (3) years or more of continuous service shall receive a third (3<sup>rd</sup>) week of annual vacation, with vacation pay for the third (3<sup>rd</sup>) week at the rate of two percent (2%) of the gross earnings during the working year, or one (1) week's pay, whichever is the greater.
- 18.03 Employees with eight (8) years or more of continuous service shall receive a fourth (4<sup>th</sup>) week of annual vacation, with vacation pay for the fourth at the rate of two percent (2%) of the gross earnings during the working year, or one (1) week's pay, whichever is the greater.
- 18.04 Employees with thirteen (13) years or more of continuous service shall receive a fifth (5<sup>th</sup>) week of annual vacation, with vacation pay for the fifth (5<sup>th</sup>) week at the rate of two percent (2%) of the gross earnings during the working year, or one (1) week's pay, whichever is the greater.
- 18.05 Employees with eighteen (18) years or more of continuous service, shall receive a sixth (6<sup>th</sup>) week of annual vacation, with vacation pay for the sixth (6<sup>th</sup>) week at the rate of two percent (2%) of the gross earnings during the working year, or one (1) week's pay whichever is the greater.
- 18.06 Employees with twenty-six (26) or more years of continuous service shall receive a seventh (7<sup>th</sup>) week of annual vacation, with vacation pay for the seventh (7<sup>th</sup>) week at the rate of two percent (2%) of the gross earnings during the working year, or one (1) week's pay, whichever is the greater.
- 18.07 Notwithstanding the provision of this Article, employees who return to the bargaining unit in accordance with the provisions of Article 22 (Seniority) shall have their Company service apply in entitlement to an allocation for vacation.
- 18.08 Two weeks of these annual holidays shall be given the employees entitled to them in the months June 1<sup>st</sup> to September 30<sup>th</sup> inclusive, unless the employees entitled to them have elected to take all or any portion of their annual holidays within the months October 1<sup>st</sup> to May 31<sup>st</sup> inclusive. However, employees who are entitled to five (5), or six (6), or seven (7) weeks holiday may, at their option, take three (3) weeks holidays together during the period from June 1<sup>st</sup> to September 30<sup>th</sup> inclusive. All employees in each group shall be given the opportunity to choose their holiday dates in order of their seniority, i.e. length of service. Choice of holidays shall be as nearly proportionate as possible in terms of seniority in each group.  
All periods of the year shall be available for holidays and shall be posted.
- 18.09 (a) All employees entitled to more than two (2) weeks holidays may select all or any portion of them in one continuous period providing they take their holidays in the months of October 1<sup>st</sup> to May 31<sup>st</sup> inclusive. Any employee requesting holidays during the months June 1<sup>st</sup> to September 30<sup>th</sup> inclusive shall receive two (2) weeks or three (3) weeks, if entitled, in one continuous period. The remainder of the holidays to which such employee is entitled shall be given during the months October 1<sup>st</sup> to May 31<sup>st</sup> inclusive.  
Employees taking all or any portion of their holidays within the winter schedule shall indicate the period desired and shall be given same on the basis of seniority.

- (b) In the event the application of holiday selection as outlined above results in single weeks left open on the holiday schedule, an employee may select one of the single weeks on his or her first choice.

This selection of one week in the summer period shall constitute that employee's entire first, second or third choice with any further holiday entitlement being selected from available time in order of seniority.

- (c) Should available time remain open on a holiday schedule after all employees covered by the schedule have made their first selection, the employees shall have the option of making additional summer period selections in order of seniority. These additional selections, if any, shall be for the one (1) week periods only and shall in no way limit the selections in order of seniority on the winter schedule.

18.10 The completed list of holiday periods for the months June 1<sup>st</sup> to September 30<sup>th</sup> inclusive shall be posted by April 15<sup>th</sup> of each year, and must also show the dates chosen by the employees electing to take all or any portion of their holidays in the months October 1<sup>st</sup> to May 31<sup>st</sup> inclusive. The completed list of holiday periods for the months October 1<sup>st</sup> to May 31<sup>st</sup> inclusive shall be posted by September 15<sup>th</sup> of each year.

18.11 Employees shall receive vacation pay on the regular payday during the week preceding the commencement of vacation.

18.12 In the event of a Statutory Holiday occurring during an employee's annual vacation, he shall be granted equivalent time off at a later date by mutual agreement between the employee and the Company.

18.13 (a) Employees with less than three (3) years continuous service whose employment is terminated shall receive vacation allowance at the rate of four percent (4%) of gross earnings during the working year.

(b) Employees with three (3) years but less than eight (8) years continuous service whose employment is terminated shall receive vacation allowance at the rate of six percent (6%) of gross earnings during the working year.

(c) Employees with eight (8) years but less than thirteen (13) years' continuous service whose employment is terminated shall receive vacation allowance at the rate of eight percent (8%) of gross earnings during the working year.

(d) Employees with thirteen (13) years but less than eighteen (18) years' continuous service whose employment is terminated shall receive vacation allowance at the rate of ten percent (10%) of gross earnings during the working year.

(e) Employees with eighteen (18) years but less than twenty-six (26) years' continuous service whose employment is terminated shall receive vacation allowance at the rate of twelve percent (12%) of gross earnings during the working year.

(f) Employees with twenty-six (26) years or more continuous service whose employment is terminated shall receive vacation allowance at the rate of fourteen percent (14%) of gross earnings during the working year.

18.14 Employees shall take the annual vacations to which they are entitled in accordance with the terms hereof. No employee shall accept wages in lieu thereof.

- 18.15 Any employee off ill or on compensation shall be given an annual holiday credit of:
- (a) Four months if entitled to two weeks.
  - (b) Six months if entitled to three weeks.
  - (c) Eight months if entitled to four weeks.
  - (d) Ten months if entitled to five, or six, or seven weeks.
- 18.16 Any employee off ill or on compensation in excess of one (1) year will not be entitled to any additional annual holiday credits in the second year until he shall have worked a minimum of:
- (a) Eight months if entitled to two weeks.
  - (b) Six months if entitled to three weeks.
  - (c) Four months if entitled to four weeks.
  - (d) Two months if entitled to five, or six, or seven weeks.
- 18.17 The following shall be considered as days actually worked and paid for in determining vacation pay:
- (a) Absence on Worker's Compensation up to a period of one (1) year provided the employee returns to his employment.
  - (b) Absence due to illness up to a period of one (1) year provided the employee returns to his employment.
- The Company shall have the right to require a certificate from a qualified medical practitioner.  
The foregoing is subject to the provisions of Section 18.15 above.
- 18.18 Supervisors may be used for temporary holiday relief work and shall pay Union dues when so relieving for more than one (1) week. In no case shall Supervisors be used in relief work if such work can be done by employees within the bargaining unit during regular working hours.

**ARTICLE 19 – STATUTORY HOLIDAYS**

19.01 All, regular full-time employees shall receive the Statutory Holidays stated below with full pay during the year:

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

And any other day designated as a holiday by the Government of B.C. or Canada.

All regular full-time employees shall receive one (1) additional Statutory Holiday with pay to be selected on the basis of seniority from among the posted available days between October 1<sup>st</sup> and May 31<sup>st</sup> inclusive.

This additional Statutory Holiday will not be applicable to any employees hired on or after October 1<sup>st</sup>, 1985.

19.02 In a week in which one or more holidays fall, the work week that week shall be reduced by one-quarter (1/4) or one fifth (1/5), whichever is applicable, for each such holiday. All time worked in excess of such weekly hours limited by this Section shall be classed as overtime and paid for at the overtime rate.

- 19.03 An employee called to work on an additional day in a week in which a Statutory Holiday or Holidays occur, shall be paid a minimum of eight (8) hours or ten (10) hours, whichever is applicable, at the overtime rate.
- 19.04 Any regular full-time employee required to work on a Statutory Holiday shall be paid a minimum of eight (8) or ten (10) hours, whichever is applicable, at the overtime rate.
- 19.05 If a Statutory Holiday falls on an employee's regular day off, he shall be given another day off in lieu thereof within that week or at such later date as may be mutually agreed to between the employee and the Company.
- 19.06 All part time employees shall receive Statutory Holiday pay for each of the holidays as identified above in accordance with the formula outlined in the Employment Standards Act.

**ARTICLE 20 – WELFARE PLAN**

20.01 The Company shall continue in effect a Health and Welfare Plan covering regular full-time employees within the bargaining unit. Such Plan shall embody the eligibility requirements set forth in this Section together with the benefits and conditions set forth in 20.02 and 20.03.

- (a) Any regular full-time employee hired by the Company shall join the Plan the first day of the month immediately following completion of three (3) months employment with the Company.
- (b) Notwithstanding the provisions of 20.01 (a), any regular full-time employee who is hired by the Company, shall join the Plan the day he is so hired, provided that within the previous thirty (30) day period he was a participant in a comparable Health and Welfare Plan of any other Company who is a Party to an Agreement identical to this Agreement.

20.02 The Plan shall provide the following minimum schedule of benefits:

- (a) Group Insurance with a life insurance company licensed to operate in British Columbia, providing the following minimum coverage for the members who join:
  1. Life insurance coverage in the sum of \$25,000, covering death from any cause.
  2. 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	\$25,000
Loss of both hands or both feet or sight of both eyes	\$25,000
Loss of one hand and one foot	\$25,000
Loss of one hand, sight of one eye	\$25,000
Loss of one foot, sight of one eye	\$25,000
Loss of one hand or one foot or sight of one eye	\$12,500

3. The non-occupational Weekly Indemnity shall commence on the first day of necessary absence from work due to accident and on the fourth day of necessary absence from work

due to sickness, continuing for a maximum of thirty-nine (39) weeks during any period of disability.

Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by return to active employment with the Company for at least one full week. Weekly Indemnity benefits shall be \$475.00 per week, for all claims commenced prior to January 20, 2003. For any claim for Weekly Indemnity commencing after January 20, 2003, the Weekly Indemnity benefit coverage will be at the rate of sixty percent (60%) of an employee's average normal weekly wages (normal weekly earnings does not include overtime earnings).

Effective January 20, 2003, accumulated sick leave may be used to supplement Weekly Indemnity up to a maximum of one (1) day Sick Leave per every full week of Weekly Indemnity.

- (b) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medical Services Plan covering employees and their eligible dependents.
- (c) Extended Health Benefits Plan in accordance with the standard plan of service provided by Medical Services Association covering employees and their eligible dependents, including:
  - 1. Prepaid Drug Plan – no deductible.
  - 2. Eyeglass coverage to a maximum of \$100 per person.
  - 3. Hearing aids to a maximum of \$350 per person every four (4) years.

20.03 The Company agrees to provide the following Dental benefits:

Plan "A"	100%
Plan "B"	80%
Plan "C"	50%

20.04 The cost of benefits contained in Article 20, Welfare Plan shall be borne 85% by the Company and 15% by the Employee.

20.05 Payroll deductions shall be made weekly. Coverage shall remain in force for the whole of any month during which the regular deduction has been made from an employee's pay, whether or not the individual remains in the employ of the Company for the whole of such month.

#### 20.06 Part Time Employees

- (a) Any employee reduced from full-time to part-time employment will now be provided with the following benefit coverage:

- B.C. Medical Services
  - Life Insurance of \$10,000
  - A.D.& D. Insurance of \$10,000

- (b) Any part-time employee who performs forty (40) hours of actual work per week for three consecutive months will be eligible to join the benefit plans provided for in Articles 20.02 and 20.03 on the first day of the month following completion of the eligibility period.

Such employees who subsequently fail to perform forty (40) hours of actual work per week for two (2) consecutive months must re-qualify for benefit coverage.



- (c) Effective January 1, 2003, and every year thereafter, those part time employees that have actually worked 155 (one hundred fifty-five) days in the previous calendar year (as defined January to December of that year), will be entitled to Medical Services Plan coverage by the Company. The cost of the premium for Medical Services Plan coverage for these employees will be fifty percent (50%) employee paid, and fifty percent (50%) Company paid.

Part time employees must continue to perform 155 (one hundred fifty-five) days of actual work in successive calendar years to maintain this coverage.

#### 20.07 Sick Benefit

Sick pay deductions on a daily basis shall be at the rate of one-quarter (1/4) or one-fifth (1/5), whichever is applicable of the employee's weekly earnings. When an employee during the course of a day's work is taken sick or meets with an accident, he shall receive at least one-half (1/2) his normal day's wages.

- 20.08 Each regular full-time employee after three (3) months' consecutive employment shall be entitled to, at no cost to the employee, paid sick leave at the rate of one-half (1/2) day's pay per month of employment up to a maximum of twenty-four (24) days, calculated on route earning or wage rates, whichever is applicable. Sick leave benefits will apply at the rate of one-half (1/2) day's pay for the first day for the first three (3) illnesses of each calendar year, and a day's pay for each of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) working days of any illness. The payment of sick leave and weekly indemnity shall not exceed a regular day's pay.

When an employee ceases to be an employee of the Company, he shall be paid any sick leave accumulation as follows:

- 7 years of service – 1/3 of accumulation
- 14 years of service – 2/3 of accumulation
- 21 years of service – full accumulation

- 20.09 If requested by the Company, the employee shall provide a Doctor's certificate verifying the illness and if found abusing this privilege may be disciplined by the Company either by discontinuing or reducing the benefit to the employee or terminating his employment.

The Company will reimburse the employee for charges incurred in certificate preparation to a maximum of twenty dollars (\$20.00) for the first certificate requested for each illness. The Company further agrees to pay the full Doctors fee provided the employee uses a Doctor of the Company's choice and uses Company approved reporting forms.

#### 20.10 Leave of Absence

- (a) Leave of absence on compassionate grounds or personal reasons may be granted at the discretion of the Company.  
Request for such leave will not unreasonably be withheld providing the employee made the request at least one (1) month in advance of needing the leave of absence.
- (b) (i) The Company will grant a leave of absence without pay to employees who are appointed or elected to Union office for a period up to and including five (5) years.
- (ii) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union to retain his previous seniority.

- (c) Further leave of absence shall be granted by the Company and the Union provided the employee's term of employment with the Union is extended by re-election. Such leave of absence shall be extended for a further period as per 20.10 (b) (i) and 20.10 (b) (ii).
  - (d) In the event of death in an employee's immediate family (employee's parents or parents-in-law, sister or brother, spouse, (which may include common-law spouse) or children, grandchild, grandparents, brother-in-law, sister-in-law or any other relative living in the household of the employee), the employee shall be entitled to be absent from work with pay for a period of up to three (3) days, when such absence is necessary to make arrangements for or to attend the funeral.
- 20.11 (a) When an employee goes off work ill or on compensation or grievance procedure is invoked on his discharge, the Company shall continue to pay both his welfare fees and Union dues so that at all times the employee shall be protected to the utmost.
- (b) To provide payment for the above mentioned welfare benefits, an employee must leave sufficient funds with the Company or pay, or have paid on his behalf, in advance, the monthly payments direct to the Company.
- (c) For the purpose of this Article only, any employee off ill or on compensation shall be deemed to be on the payroll.
- 20.12 Students and temporary employees will be excluded from the provisions of Article 20.
- 20.13 Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act.
- 20.14 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 21 – PENSIONS**

- 21.01 The Pension Plans in effect shall continue covering all Union employee members.
- 21.02 Without the employee's consent, the Company shall not retire any employee covered by this Agreement prior to the original retirement date set out in the Company's Pension Plan at the time the employee originally joined the Plan.
- 21.03 Effective April 1, 2007 the Company agrees to provide that each eligible employee who retires at age 65 will receive a pension of not less than one thousand five hundred twenty-five dollars (\$1525.00) per month provided they have been continuously employed for twenty-five years or more and has been a member of the plan.

The Company further agrees to increase the Pension benefit by fifty dollars (\$50.00) effective April 1, 2008 for a total one thousand five hundred seventy-five dollars (\$1575.00), fifty dollars (\$50.00) effective April 1, 2009 for a total of one thousand six hundred twenty-five (\$1625.00); another fifty dollars (\$50.00) effective April 1, 2011 for a total one thousand six hundred seventy-five dollars (\$1675.00).

The Company also agrees to provide for early retirement with no reduction in benefit at the later of age 60 (sixty) and combined age service of 90 (ninety) years.

The payment of this amount shall be in accordance with any regulations governing the payment of pensions as set out in the applicable Pension Plan of the Company involved.

## **ARTICLE 22 – SENIORITY AND REDUCTION OF STAFF**

22.01 A probationary period of ninety (90) shifts of work to be completed within two hundred seventy-four (274) calendar days shall apply in the case of each new employee.

Upon completion of the probationary period, seniority shall date from the date of employment.

22.02 (a) An employee who holds a Full Time Job Posting shall be considered a Full Time employee.

(b) An employee who does not hold a Full Time Job Posting, and who does not restrict their availability shall be considered a Part Time employee.

(c) An employee who does not hold a Full Time Job Posting, and who restricts their availability shall be considered a Casual employee.

(d) An employee who is hired for a specific length of time only shall be considered a Temporary employee.

22.03 Part-time employees will be assigned work according to seniority and ability. Where ability between employees is reasonably equal, seniority shall prevail.

22.04 Casual employees shall not accrue seniority and shall be assigned work according to ability only.

22.05 Part-Time Employees (excluding Bread Basket)

Part-time employees who do not restrict their availability will be assigned work according to seniority and ability. Where ability between employees is reasonably equal, seniority shall prevail.

Part-time employees who restrict their availability shall be considered casual and shall be assigned work according to ability only. Casual employees shall not accrue seniority.

22.06 Seniority shall be lost if an employee:

1. Voluntarily leaves the employ of the Company.

2. Is discharged for proper cause.

3. Is absent without leave without just cause.

4. After lay-off, fails to report for work within seven (7) working days after being recalled.

22.07 The Company shall post semi-annually, a seniority list for each department at each Plant or location showing the date of first hire of each employee covered by this Agreement and shall furnish the Union with a copy of such seniority list semi-annually.

22.08 Whenever it is necessary to reduce the number of employees for any reason, the employees shall be considered as laid off and will be re-hired in order of seniority provided that the Company may apply to the Union for its consent to waive seniority in any case where the ability and qualifications of a particular employee are substantially superior to those of a more senior employee and provided further that such superior ability and qualifications are necessary for the job involved. The onus of establishing the matters aforesaid shall be on the Company.

22.09 (a) A reduction in staff may only be effected by laying off the least senior employee in accordance with the following procedure:

**Step 1** Where the Company eliminates a route or position, the employee affected shall displace the least senior employee in the same classification in the depot concerned in that geographical area.

The geographical areas are:

- A. Greater Vancouver – includes Abbotsford, Chilliwack and Squamish,
- B. Prince George.

**Step 2** The displaced employee from Step 1 shall displace the least senior employee of all classifications in that geographical area.

**Step 3** The displaced employee, if any, from Step 2 shall displace the least senior employee on the overall seniority list regardless of area or classification. Should this require the employee to relocate, such relocation shall be at the employee's own expense.

- (b) In the event relocation becomes necessary due to a reduction of staff, the employee affected is to be the least senior at the branch concerned regardless of classification.
- (c) Should the application of the above procedure adversely affect a more senior employee, the Parties agree to meet and discuss the granting of an exemption to this Clause. Where an exemption is agreed to by the Parties, it shall be binding on all Parties to this Agreement.
- (d) As in Section 22.08 of this Article, the Company may apply to the Union for its consent to waive seniority.
- (e) Employees filling a position or taking over a route as a result of the procedure in 22.09(a) shall be given a trial period not to exceed thirty (30) working days. If not satisfactory, he shall not be given the opportunity to revert to his former position or route.

22.10 Employees laid off pursuant to this Article shall retain the right to be re-hired for fifty-two (52) weeks from the date of the lay-off, provided that the employee shall leave with the Company an address at which the employee can be served notice of re-hire. Any employee returning from layoff will be recalled at the rate they were earning when they went on layoff. The onus shall rest with the employee to maintain a correct address. Any employee failing within seven (7) working days to respond to a notice of recall shall be deemed to have forfeited both the right to recall and seniority.

22.11 Where any dispute arises concerning a lay-off or re-hiring of an employee, such dispute shall constitute a grievance and shall be settled pursuant to the provisions of Article 25, of this Agreement.

22.12 Any employee hired after December 1, 1986 may not bid on bread basket vacancies or bump into bread basket positions.

## **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 Company hereby agrees to pay such an employee severance pay at his regular rate of pay according to the following schedule:

<b>Full-Time</b>	<b>Severance Pay</b>
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.

23.02 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 clause does not apply to a temporary layoff.

- 23.03 (a) Upon termination such employee shall be placed on the re-hire list as provided for in Section 22.10, for a period of four (4) weeks. At the end of four (4) weeks, the employee so affected shall have the option of remaining on the re-hire list or accepting severance pay. Should he elect to remain on the re-hire list, he may renew his option every fourth (4<sup>th</sup>) week but in any event, providing no suitable employment has been provided by the Company, he must accept severance pay no later than fifty-two (52) weeks from the date of termination.
- (b) Employees laid off pursuant to this clause shall retain the right to be re-hired for fifty-two (52) weeks from the date of lay-off, provided that the employee shall leave with the Company an address at which the employee can be served notice of re-hire.
- 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.
- Where any dispute arises such dispute shall constitute a grievance and shall be settled pursuant to the provisions of Article 25, of this Agreement.
- (c) Any employee electing to take severance pay under the terms set out above shall forfeit all rights under this Agreement.
- Any employee electing to retire on pension prior to normal retirement age shall not be eligible for severance pay.
- (d) Severance pay shall be paid in addition to all other sums owing to the employee.

## **ARTICLE 24 – DISCHARGE OF EMPLOYEES**

- 24.01 (a) All employees shall be given seven (7) calendar day's notice before being discharged or laid off save those whose layoff is dictated by season, supply, demand or exceptional weather

conditions or suspension of an operation for an unscheduled breakdown, except for reasons provided below in Section 24.03.

- (b) Employees shall give the Company the same notice.
- 24.02 Except for lay-offs pursuant to Article 22 of this Agreement, no employees shall be discharged other than for proper cause.
- 24.03 The Company reserves the right to discharge any employee, without notice, for any of the following causes:
- (1) Dishonesty
  - (2) Drunkenness
  - (3) Refusal to obey a lawful order
  - (4) Absence without leave
  - (5) Drinking intoxicating liquors while on duty
  - (6) Permitting unauthorized persons on vehicles provided "no riders" stickers are on vehicles
  - (7) Wilful abuse of sick leave privileges
  - (8) Impairment due to the improper use of drugs
  - (9) Wilful abuse of Company property
- 24.04 Any discharged employee may, within seventy-two (72) hours of his discharge, in writing, require the Company to give him the reasons for his discharge and the Company shall give such reasons to him, in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of an employee, only the reasons so set forth in writing shall constitute cause.
- 24.05 If an employee is discharged or suspended for any reason whatsoever and feels that he has been unjustly dealt with, or, if an employee has been laid off pursuant to Article 22 of this Agreement is not re-hired, and feels that he should have been re-hired, the dispute shall constitute a grievance to be settled pursuant to the provisions of Article 25 hereof, provided that the grievance shall be launched within fourteen (14) calendar days of the discharge or suspension.

## **ARTICLE 25 – GRIEVANCE PROCEDURE**

- 25.01 Any violation of the Agreement must be submitted as a grievance within thirty (30) days of the violation or be considered invalid unless, upon evidence of extenuating circumstances, grievance procedure is authorized by the Executive Board of the Union.
- 25.02 Disputes or differences concerning the interpretation, application, operation or violation of this Agreement shall be resolved according to the following procedure:
- (a) The employee or the Union together with such person or persons as he or the Union may wish, shall take the matter up with the Company.
  - (b) Should a solution not be reached by step (a) then an Officer or Officers of the Union, accompanied by the employee, if he or they so wish, shall discuss the matter with the Company. If a solution is reached this shall be final.
- 25.03 If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven (7) days of the first discussion between an Officer of the Union and a representative of the Company,

or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three persons 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 Arbitrators so appointed shall confer to select a third person to be Chairman and failing for three days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour, to appoint such third member.
- (d) Should the Parties mutually agree to do so, a single Arbitrator may be used to resolve any dispute.

25.04 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

A majority award should be the award of the Board.

25.05 If the Arbitration Board finds (or if at any earlier stage of the grievance procedure, it is found) that an employee has been unjustly suspended or discharged, that the employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place.

However, if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this Article less any expenses which the employee has incurred in order to earn the wages so deducted, and provided that the Arbitration Board, if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

25.06 If the award of the Arbitration Board is subsequently set aside by a Court of Competent Jurisdiction the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided in this Article.

25.07 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

25.08 Without restricting the specific powers hereinbefore mentioned the Arbitration Board shall have all of the general powers of an Arbitration Board.

## **ARTICLE 26 - HEALTH AND SAFETY**

26.01 The Company is dedicated to the elimination of occupational injuries and will develop, implement and maintain procedures to attain this goal and agrees to ensure, as far as is reasonably practical to do so, the health and safety of its employees. The Company shall comply with all applicable health and safety legislation and regulations.

All employees of Canada Bread are safety leaders. Every employee must take reasonable care to protect their health and safety and the health and safety of others who may be affected by their acts or omissions at work; to carry out their work in accordance with established safe work procedures; to use and wear protective equipment, devices and clothing as required by the Company and or the OH&S Regulations.

The Company undertakes to provide each new employee, at the time of hiring, the necessary orientation for the safe performance of work and handling of materials and products.

## **ARTICLE 27 – WORK CLOTHES**

27.01 If the Company requires the employees to wear uniforms, smocks or coveralls such work clothes shall be supplied, cleaned and serviced by the Company at no cost to the employees. Uniforms shall be Union made and Union serviced.

27.02 All uniforms to be supplied and/or serviced by a company under contract to a Teamster Local Union provided the rates and quality are competitive.

## **ARTICLE 28 – JURY DUTY**

28.01 Employees called upon to perform jury duty shall not suffer any loss of normal wages thereby, subject to the following conditions:

(a) Employees shall return to work within a reasonable period of time after jury duty is finished.

They shall not be required to report for work if less than two (2) hours of their normal shift remains to be worked.

(b) Such employees shall furnish the Company with such statements of earnings as the Courts may supply.

28.02 All working time lost by an employee due to necessary attendance on jury duty or any court proceedings arising out of his employment or from any incident occurring while on duty shall be paid for at the rate of pay applicable to said employee.

The payment made by the Company shall be the difference between an employee's regular rate of pay and the amount received for jury duty or witness fees.

28.03 All working time lost by an employee due to completing driver's test or doctor's examinations shall, provided such test or examinations are required by his Company, be paid for at the rate applicable to said employee.



## **ARTICLE 29 – GENERAL PROVISIONS**

- 29.01 Authorized agents of the Union shall have access to the premises of the Company during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided there is no unreasonable interruption of the work of the employees.
- 29.02 Whenever it is deemed necessary by the Company to open a new Thrift Store, the Company shall first meet and discuss the matter with the Union.
- 29.03 Whenever the Company requires an employee to upgrade his Driver's Certificate in order to operate one of the Company's vehicles, the out-of-pocket expenses of upgrading the Certificate shall be borne by the Company. This provision will also apply to the normal renewal of a Driver's Certificate.

## **ARTICLE 30 – CROSSING OF A PICKET LINE AND RIGHT TO HANDLE UNION PRODUCT**

- 30.01 The Company shall not require any member of the Union to cross a picket line, which has not been declared illegal by a Court of Competent Jurisdiction. The Company shall not require any member of the Union to accept any product or goods from any person, or employees of any person, with whom the Union, Local 464, has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction, around or against, or to deliver any product or goods to any person, or employees of any person, with whom the Union, Local 464, has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction, around or against.
- If a strike occurs, or a picket line is established, which affects the operation of the Company, at the request of either Party, a meeting will be called to discuss the application of the Section.
- 30.02 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment which has been declared unfair by the Union as a result of labour dispute which has not been declared illegal by a Court of Competent Jurisdiction.

## **ARTICLE 31 – LOSS OF WAGES**

- 31.01 No employee shall suffer a reduction earnings or rate of earnings because of the adoption of this Agreement. For the purposes of this Article, earnings shall not be deemed to include overtime earnings.

## **ARTICLE 32 – SAVINGS CLAUSE**

- 32.01 The within Agreement and Schedule hereto annexed shall be subject to, and shall be interpreted, and, where necessary, altered, varied, or amended from time to time to give effect to the laws enacted by the Parliament of Canada and the Province of British Columbia, including amendments thereto and regulations or orders-in-council made or passed thereunder.
- 32.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective

bargaining negotiations, upon the request either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedures as outline in Article 25.

32.03 It is clearly understood however, that the Agreement or any Section thereof, which are not held invalid or restrained, shall continue in effect for the balance of the period of the collective agreement.

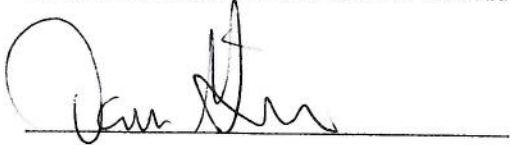
### ARTICLE 33 – EXPIRATION OF AGREEMENT

33.01 This Agreement shall be in effect from April 1, 2008 to October 31, 2014, and from year to year thereafter unless written notice of abrogation or amendment shall be given by either Party to the other Party, within four (4) months prior to the anniversary date hereof, in any year.

DULY SIGNED by the Parties hereto this                      day of                      2007.

SIGNED ON BEHALF OF THE COMPANY  
CANADA BREAD COMPANY LIMITED

SIGNED ON BEHALF OF THE UNION  
TEAMSTERS LOCAL UNION NO. 464



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SCHEDULE "A"

**Wage Scales – Depots & Transport**

- Wage scales as per attached
- Increases to the top rate as follows:

Effective:	Increase to top rates:
April 1, 2008	\$0.20
October 31, 2008	\$0.20
October 31, 2010	\$0.40
October 31, 2011	\$0.50
October 31, 2012	\$0.45
October 31, 2013	\$0.50

- Employees who are not at top rate will receive wage increases as per the above table, however, the employees will remain overscale until they qualify for an increase as outlined on the current wage table in the collective agreement.
- For example, on April 1, 2008, a Load Builder with 4,200 hours, currently at the rate of \$19.24 per hour would have his rate increased to \$19.44 per hour until he reached 4501 hours, at which point he would receive the wage table rate of \$19.70 per hour.

	Load Builder	Transport/Dock Loader	Semi	Foreman
0 – 500 hours	14.28	15.79	15.93	16.34
501 – 1000 hours	14.53	16.04	16.18	16.59
1001 – 1500 hours	14.94	16.50	16.64	17.06
1501 – 2000 hours	15.36	16.95	17.10	17.50
2001 – 2500 hours	15.77	17.41	17.56	18.01
2501 – 3000 hours	16.19	17.87	18.03	18.49
3001 – 3500 hours	16.60	18.33	18.49	18.96
3501 – 4000 hours	17.02	18.79	18.95	19.43
4001 – 4500 hours	17.43	19.24	19.41	19.91
4501 – 5000 hours	17.85	19.70	19.87	20.38
5001 – 5500 hours	18.26	20.16	20.34	20.86
5501 – 6000 hours	18.68	20.62	20.80	21.33
6001 – 6500 hours	19.09	21.08	21.26	21.80
6501 – 7000 hours	19.51	21.54	21.72	22.28
7001 – 7500 hours	19.92	21.99	22.19	22.75
7501 – 8000 hours	20.34	22.45	22.65	23.23
8001 hours +	20.95	23.11	23.31	23.90
8001 hours + April 1, 2008	21.15	23.31	23.51	24.10
8001 hours + Oct 31, 2008	21.35	23.51	23.71	24.30
8001 hours + Oct 31, 2010	21.75	23.91	24.11	24.70
8001 hours + Oct 31, 2011	22.25	24.41	24.61	25.20
8001 hours + Oct 31, 2012	22.70	24.86	25.06	25.65
8001 hours + Oct 31, 2013	23.20	25.36	25.56	26.15

**Foreman:**

In addition to the duties of the Load Builder or Dock Loader and Transport Drivers for local and line haul, the Foreman will instruct and direct the work of employees on shift. The Foreman will not have the authority to discipline fellow employees.

The Company has the unrestricted right to appoint employees to the classification of Foreman. Accordingly, the provisions in the Collective Agreement for posting of openings and selection of employees shall not apply to the Foreman classification.

**Load Builder Duties:**

- (a) Build loads for franchise and sales personnel and complete necessary paperwork.
- (b) Unload trailer when required.
- (c) Maintain building in a clean and orderly fashion

**Wage Scales – Bread Baskets**

	Apr. 1, 2008	Oct. 31, 2008	Oct. 31, 2009	Oct. 31, 2010	Oct. 31, 2011	Oct. 31, 2012	Oct. 31, 2013
Start	10.00	10.20	10.40	10.60	10.80	11.00	11.20
6 months	10.17	10.37	10.57	10.77	10.97	11.17	11.37
12 months	10.49	10.69	10.89	11.09	11.29	11.49	11.69
18 months	10.81	11.01	11.21	11.41	11.61	11.81	12.01
24 months	11.13	11.33	11.53	11.73	11.93	12.13	12.33
30 months	11.61	11.81	12.01	12.21	12.41	12.61	12.81
36 months	12.09	12.29	12.49	12.69	12.89	13.09	13.29
42 months	12.57	12.77	12.97	13.17	13.37	13.57	13.77
48 months	13.75	13.95	14.15	14.35	14.55	14.75	14.95



The following lump sum payments will be made in the first payroll period following October 31, 2009 to employees from the Bypass facility (Transport/Dock Loader, Semi, and Foreman classifications), Line Haul drivers, and Richmond Dep employees who are actively on payroll:

- \$1250 for those averaging 35 hours or more worked per week during the previous 52 weeks
- \$825 for those averaging 21 or more hours but less than 35 hours worked per week during the previous weeks
- \$575 for those averaging 14 or more hours but less than 21 hours worked per week during the previous weeks
- \$325 for those averaging more than 7 but less than 14 hours worked per week during the previous 52 week
- \$150 for those averaging 1 or more hours worked per week during the previous 52 weeks

APPENDIX "B"

Kilometre Rate

Single	\$0.276
Double	\$0.289

**Subsistence:**

- i. Sleeper Cab - \$25.00 per day per each employee. (Where sleeping accommodations are necessary, drivers will be compensated for the reasonable cost thereof).
- ii. Single Man - \$25.00 for the first twenty-four hours and forty-five cents (\$.45) an hour for each additional hour thereafter. While engaged in non-scheduled overnight trips away from home terminal, there shall be a subsistence allowance of \$25.00 minimum per day for each overnight period. However, if this amount does not cover expenses, the Company shall pay such employee any reasonable additional expenses incurred if properly supported by voucher or receipt.
- iii. Subsistence allowance and meal allowance shall be identified as a separate item and paid at the same time that wages are paid. However, this shall not prevent the Company from making single "floater" advances or emergency advances.

**Line Haul Drivers**

	Current	Apr 1/08
Straight time hourly work rate	\$17.35	\$17.55

LETTER OF UNDERSTANDING

Dock Pickup

In the event a present Customer requests dock pickup, the Company will discuss with the Union the request but in no way will the discussion jeopardize future business with the Customer.

SIGNED ON BEHALF OF THE COMPANY  
CANADA BREAD COMPANY LIMITED



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SIGNED ON BEHALF OF THE UNION  
TEAMSTERS LOCAL UNION NO. 464



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LETTER OF UNDERSTANDING

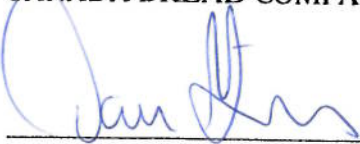
**Bread Basket**

The Parties agree that this Collective Agreement will cover the existing Bread Baskets located at the Langley Bakery, Richmond (Viking Way), Abbotsford and Kingsway.

In the case of store closure or layoff, employees displaced shall be given the opportunity to displace the most junior employees in the remaining stores.

In the event that an existing store is relocated, or a new store is opened within a ten (10) kilometre radius of any store covered by this agreement, the terms and conditions of this agreement will apply.

SIGNED ON BEHALF OF THE COMPANY  
CANADA BREAD COMPANY LIMITED



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SIGNED ON BEHALF OF THE UNION  
TEAMSTERS LOCAL UNION NO. 464



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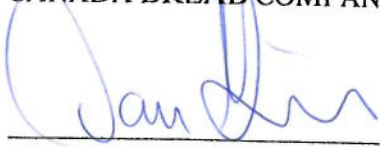
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LETTER OF UNDERSTANDING

**Education and Industry Enhancement Fund**

The Company agrees to pay to the Teamster's Local Union No. 464 Education and Industry Enhancement Fund, \$0.075 per hour worked for all employees. This calculation to commence August 1, 1998 and is to be paid no less than quarterly.

SIGNED ON BEHALF OF THE COMPANY  
CANADA BREAD COMPANY LIMITED



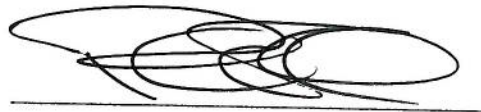
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SIGNED ON BEHALF OF THE UNION  
TEAMSTERS LOCAL UNION NO. 464



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