

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

Term of Agreement: April 1, 2018 to March 31, 2022

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THIS AGREEMENT MADE this 20th day of August, 2018

BETWEEN: CANADA BREAD COMPANY, LIMITED

Hereinafter referred to as the "COMPANY"

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

Hereinafter referred to as the "UNION"

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

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

ARTICLE 1 - BARGAINING AGENCY

1.01 The **Company** recognizes the Union as the sole bargaining agency on behalf of the **associates** for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this agreement.

ARTICLE 2 - UNION ESTABLISHMENT

2.01 **Associates** who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired **associates**, shall become members of the Union by the first day of employment in the bargaining unit.

2.02 Union Check-Off:

- (a) The **Company** shall provide the Union's Provincial Office with a list of all **associates** hired and all **associates** who have left the employment of the **Company** in the previous month along with a list of all **associates** in the bargaining unit and their **associate** status and the amount of dues or equivalent monies currently being deducted for each **associate**.
- (b) Twice every calendar year the **Company** shall provide the Local Union Official a list of **associates** in the bargaining unit, their job titles, addresses and telephone numbers known to the **Company**. Implementation shall be six (6) months following the signing of the Collective Agreement.

ARTICLE 3 - DEFINITION AND JURISDICTION

- 3.01 The definition of the terms "Engineer" and "Steam Plant" as given in the "Power Engineers' Boiler and Pressure Vessel Act and Regulations" or amendments thereto, or any succeeding Act as passed by the Legislature of the Province of British Columbia, shall prevail for the purpose of this Agreement.
- 3.02 For the purpose of this Agreement, the classification "Engineer" means an **associate** who is a Journeyman Millwright or Journeyman Electrician, and is employed for the purposes of operating and maintaining a Bakery plant and equipment. On occasion, the Company will employ Journeyman Apprentices as per the Letter of Understanding - Apprenticeship Program.
- Journeyman must hold a valid British Columbia or Inter-provincial Trades Qualification. It is an expectation of continued employment that all Journeymen hold a valid 5th class Power Engineer certification within the first 12 months of employment. It is understood that major building structural alterations are not normal work for maintenance engineers.
- 3.03 Company personnel outside of the bargaining unit shall not perform work within the bargaining unit except for: emergencies, training and/or experimentation.

ARTICLE 4 - WORKING HOURS AND OVERTIME

- 4.01 The basic work week for regular full-time engineers shall be thirty-six (36) hours divided between four (4) working days with a maximum in any one (1) day of nine (9) hours.
- 4.02 The Company shall post the work schedule **annually on November 1st. The work schedule will show the starting times, days of work, and days of rest to be in effect January 1st of the following year.**
- 4.03 **Once the associates have chosen their annual work schedule it shall be posted. The parties recognize that there may be valid business reasons why the schedule may be altered. Should such a change be required, given reasonable notice, the parties agree to meet and discuss options prior to the changes being implemented, with as much notice as possible but in any event not less than 60 days. The Company commits to act reasonably in this regard and will not propose changes that are not supported by valid business reasons.**
- 4.04 The Company agrees to grant maintenance engineers two (2) consecutive days off each week; where possible they will be granted over the weekend (Friday to Monday) and where not possible a premium of thirty-five (35) cents per hour will be paid for all hours worked during that week.
- 4.05 When scheduling two (2) consecutive days off the Company will provide forty-eight (48) hours plus a minimum of eight (8) hours between shifts.
- 4.06 All time worked over thirty-six (36) hours in any one (1) week or over the normal shift hours shall be paid for at the rate of one and one-half (1 ½) times the regular rate. However double (2) time shall be paid for any overtime worked in excess of two (2) hours following the completion of a regular daily shift.
- 4.07 All overtime work shall be performed only after authorization by the Company.
- 4.08 Time off in lieu of overtime will not be permitted.

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

ARTICLE 5 - GENERAL HOLIDAYS

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

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

Each full time associate shall be granted an additional "Floater Day" to be taken by mutual agreement within the calendar year

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

- 5.03 It is hereby understood and agreed that in accordance with the prevailing practice in the Bakery Industry, where a general holiday occurs, the **associate's** day off in lieu of the general holiday may be taken by mutual agreement in the **current calendar year**.
- 5.04 Any work performed on the **associate's** day off in lieu of the general holiday shall be paid for at the applicable overtime rate in addition to the normal day's pay. Regular days off shall not be changed during a holiday week.
- 5.05 **Associates** will be paid one and one-half times (1 ½) for all hours worked on statutory holidays.
- 5.06 Except in cases of emergency, the last shift on December 24th and December 31st shall end at 9:00 p.m. or as soon as is reasonably practical to provide for the efficient shut-down of the plant.
- 5.07 If a public or statutory holiday occurs during an **associate's** vacation, the **associate** shall be entitled to one (1) extra day of vacation or he may elect to receive a day's pay in lieu thereof. The arrangement for the extra day's vacation or pay in lieu thereof shall be made with the **associate's** Supervisor before the **associate** commences his vacation.
- 5.08 Statutory Holiday pay for part-time **associates** will be calculated and paid in accordance with the Employment Standards Act.
- 5.09 All general holidays and/or floater days must be used by December 31st of the current year.**

ARTICLE 6 - VACATIONS

- 6.01 Vacation pay shall be two percent (2%) of gross annual earnings or one (1) week's pay, whichever is the greater for each week of vacation. **The Company and Union agree that associates on Long Term Disability shall not accrue vacation past one year of being on Long Term Disability.**
- 6.02 The vacation year shall be defined as the calendar (52 week) year – the details of this will be provided during the vacation selection process outlined in article 6.04.**
- 6.03 Annual vacation entitlement for full-time associates will be as follows:**

<u>Years of Continuous Service</u>	<u>Annual Vacation Entitlement</u>
After one (1) full year	Two (2) weeks' vacation
After three (3) full years	Three (3) weeks' vacation
After eight (8) full years	Four (4) weeks' vacation
After thirteen (13) full years	Five (5) weeks' vacation
After eighteen (18) full years	Six (6) weeks' vacation

For the period between May 1st and October 31st associates with 5, 6, or 7 weeks' vacation shall receive two (2) or three (3) weeks during that period. Associates with 2, 3, or 4 weeks' vacation shall receive two (2) weeks during that period.

6.04 Effective December 1st, 2019 – Associates will be able to submit their vacation selection for the following year annually beginning on December 1st but no later than December 31st. The vacation schedules will be confirmed on January 1st of the following year. If the annual shift bid is not complete by December 1st the vacation selection process will begin after the annual shift bid is complete. If associates do not make their selection by December 31st, vacation weeks will be scheduled on a first-come-first-serve basis.

If an associate is on vacation, sick leave, WCB, approved leave of absence, or on lay-off status during the vacation selection process, it is the associates responsibility to submit in writing their vacation request with multiple choices in case their first choice etc. conflicts with already approved vacation requests.

All vacation must be used by December 31st. If an associate has not made their selection by October 1st, the Company may schedule the associates remaining vacation weeks.

In order to transition from anniversary date to calendar year, associates shall be allowed to carry over unused vacation in 2018 and use in 2019, to be taken no later than December 31st, 2019.

6.05 Preference for vacations will be according to seniority. The Company will determine how many associates may be on vacation at any one time subject to requirements of the operation. Vacation weeks shall not be unreasonably denied.

6.06 When associates reach a "vacation milestone", the incremental week of vacation will be granted in the year of the entitlement at the beginning of the year.

6.07 Should an associate leave the employment of the Company, any unused and accrued vacation shall be paid out.

6.08 Vacation pay for part-time **associates** will be calculated and paid in accordance with the Employment Standards Act.

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

ARTICLE 7 - WAGES

7.01 The minimum hourly rate for all employees coming under Agreement shall be as follows. **It is understood and agreed that the rates of pay provided for herein are minimum rates and apply to the job classification and not the individual.**

Classification:	April 1, 2017	Upon Ratification	Year 2	Year 3	Year 4
Journeyman Millwright	36.25	36.95	37.60	38.10	38.60
Journeyman Electrician	36.25	36.95	37.60	38.10	38.60
Lead Hand	37.75	38.45	39.10	39.60	40.10
Chief Engineer	37.75	38.45	39.10	39.60	40.10

Wage Increase:

Year 1; Upon ratification of agreement and to be retroactive for hours worked back to April 1st, 2018	\$0.70
Year 2; Effective 1st Sunday of a full pay period on/after April 1, 2019	\$0.65
Year 3; Effective 1st Sunday of a full pay period on/after April 1, 2020	\$0.50
Year 4; Effective 1st Sunday of a full pay period on/after April 1, 2021	\$0.50

Lump Sum Payment: The Company shall pay a \$2,000.00 lump sum payment (less deductions required by law) to full time associates on the second payroll following ratification.

5th Class Power Engineer Premium

Any journey person who successfully acquired a 5th Class or higher power engineering certificate will be paid a premium of \$1.25 per hour for all hours worked.

Dual Ticket Premium

Any journey person with a single ticket (Industrial Millwright or Industrial Electrician) who successfully acquires a second ticket (**Industrial Millwright, Industrial Electrician, Instrument and Control Technician, Machinist, Welder, Plumber or any other ticket recognized by the Company**) will be paid a premium of \$1.00 per hour for all hours worked.

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

- 7.02 As required by the Company, **associates** who hold a valid PLC certification and who actively and regularly program PLCs shall receive a premium of \$0.70 per hour. Certification must be kept current.
- Associates** who are not actively and regularly programming PLCs, yet who regularly troubleshoot PLCs, will have the opportunity to apply for in-house PLC troubleshooting training. Upon successful completion of the training, **associates** shall receive a premium of \$0.50. Certification must be kept current.
- Associates** will be eligible for only one PLC premium.

A PLC Committee chaired by the Maintenance Manager and supported by two Journeymen Electricians with significant PLC experience will be established to determine roll-out and implementation details. The PLC troubleshooting training will be rolled out by May 1, 2008. Standards for achieving and maintaining PLC certification and content of the troubleshooting training will be established by the Maintenance Manager in consultation with the PLC Committee.

- 7.03 If the majority of an **associate's** shift falls between **6:00 pm and 6:00 am**, a premium of **\$1.25** per hour will be paid for the entire shift worked.
- 7.04 It is understood that this differential shall not apply to Engineers working a regular day shift between the hours of 6:00 a.m. and 6:00 p.m.
- 7.05 A premium rate of \$1.25 per hour shall be paid to all associates who hold a valid first aid ticket. Recertification of such tickets will be paid for by the Company.**
- 7.06 A premium rate of one dollar (\$1.00) per hour shall be paid, in addition to regular pay, for all hours worked on Sunday.
- 7.07 **Associates** shall be paid weekly. The Company shall deposit the **associate's** earnings directly into the **associate's** bank account.
- 7.08 In the event of Engineers temporarily filling higher positions, they shall receive the Contract rate applying to such higher rated position for the entire time they occupy that position. If Engineers are temporarily rendering service in a position paying a lower rate, their regular wage rate shall not be reduced.
- 7.09 Union dues amounts will be recorded on employee T4 slips.
- 7.10 Nothing in this agreement shall prevent the Company from implementing, amending, or discontinuing a bonus program at its sole discretion.**

ARTICLE 8 - MANAGEMENT

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

ARTICLE 9 – SENIORITY AND DEFINITION OF ASSOCIATES

- 9.01 (a) Seniority as referred to in this agreement shall mean the length of continuous service in the employ of the Company within the bargaining unit.
- (b) The seniority date for full time **associates** is established from the original date of hire (first day worked).
- (c) Seniority for part-time **associates** will be based on hours worked. When a part time **associate** becomes full-time, for seniority purposes only, he shall be credited for past service. Past service credit shall only be for the time he actually worked and will apply towards establishing his seniority date. The formula shall be all hours worked divided by 1872 hours to establish their full-time seniority start date.
- (d) A copy of the seniority list will be posted on the union bulletin board and a copy will be given to the shop steward and union office every six (6) months.

9.02 Seniority once established for an associate shall be forfeited under the following conditions:

- a) **Resignation**
- b) **Retirement**
- c) **Is discharged for just cause and is not reinstated in accordance with the provisions of this agreement**
- d) **Fails to reply by telephone to signify his/her intentions within five (5) days after notice of recall from lay-off has been sent by registered mail or courier to the last address that the Company has in its files for the associate.**
- e) **Is absent from work without permission for more than four (4) consecutive scheduled shifts.**
- f) **Overstays a permitted leave of absence or vacation without securing written extension of such leave of absence or vacation from the Company**
- g) **Is laid-off for a period of more than fifty-two consecutive weeks.**

In regards to article 9.02 (e) and (f), the Company will not act unreasonably when applying these provisions.

- 9.03 (a) Probationary Period
All new hires will serve a probationary period of **ninety (90) calendar days to determine suitability for employment.**
- (b) Regular Full Time **Associates**
A regular full time **associate** is one who works full time (36 hours week) on a regular scheduled basis. Regular full time **associates** accumulate seniority and are entitled to all benefits as outlined in this Collective Agreement.
- (c) Regular Part Time **Associates**

A regular part time **associate** is one who works less than full time on a regular scheduled basis (the same shifts each week). Regular part time **associates** accumulate seniority on an hourly basis from original date of hire (first day worked).

9.04 Promotions, lay-offs, rehiring and preference of transfers to shifts (in the event a vacancy occurs on any shifts) shall be based on length of service and ability; where ability between **associates** is reasonably equal, length of service shall determine. The Company agrees to post vacancies for one week but may fill such vacancies on a temporary basis until applications have been processed and a regular appointment is made.

Regular appointments shall be made within one additional week. The times in this article may be extended by mutual agreement.

For the purpose of this Article, a job vacancy occurs when:

- a) **New jobs are created as a result of new technologies/equipment brought into the plant; or**
- b) **A job vacancy is created as a result of an associate who quits, is discharged, has died, retired, or been disqualified from a position and the Company determines that the job needs to be replaced.**

9.05 Positions designated as Lead Hand or Chief Engineer will be posted, however, the selection of the successful candidate will be based on the competitive assessment of merit.

9.06 Lay off of **associates** shall be in reverse order of seniority.

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

9.07 The Company may introduce new classifications during the term of the agreement. The Union shall receive prior notice in writing, including a job description and proposed job pay rates. If agreement is reached, the Union will sign off on the final version and the new classification may then be implemented by the Company, posted and filled.

ARTICLE 10 - SEVERANCE PAY

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

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

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

ARTICLE 11 - SICK LEAVE

11.01 Effective from December 31st, 2018 – On January 1st of each year each full-time associate shall be entitled to six (6) paid sick days to be used within the calendar year (in the first year of full-time employment an associate will receive a prorated amount of sick days – 0.5 days/month remaining in the year).

All unused sick days will be paid out by no later than February of the following year – no carryover of sick days will be permitted.

Should an associate leave the employment of the Company, they will be paid out any accrued and unused sick days on a prorated basis (0.5 days/month worked in the year).

To facilitate the transition to this article the Company shall pay out any sick leave accumulated up to and including December 31, 2018. Such payout shall be made no later than February 28, 2019.

- 11.02 Such sick leave pay shall apply for up to the first four (4) working days of illness. The **associate** shall provide a doctor's certificate verifying the illness if requested; however, certificates will only be requested if abuse is suspected. The Company will reimburse the **associate** for charges incurred in certificate preparation for the first certificate required for each illness provided the **associate** uses Company approved reporting forms and they are requested by the Company. Only **associates** who retire shall be paid any sick leave accumulation they may have to their credit.
- 11.03 An **associate**, if found abusing this privilege, shall be disciplined by the Company.
- 11.04 Sick Leave accumulation may be used to supplement Weekly Indemnity to normal weekly earnings upon request.

ARTICLE 12 - JURY DUTY

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

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 The Company will grant three (3) days Bereavement Leave with pay in case of death in the **associate's** immediate family to include father, mother, sister, brother, spouse, son, daughter, father-in-law,

mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, or any other relative living in the household of the **associate**, when such leave is necessary to make arrangements for or to attend the funeral.

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

ARTICLE 14 - MATERNAL AND PARENTAL LEAVE

- 14.01 Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act.
- 14.02 Requests for Pregnancy or Parental Leave must be made in writing at least four (4) weeks before the day on which the **associate** proposes to commence the leave and must be accompanied by a medical practitioner's certificate stating the expected or actual birth date.

ARTICLE 15 - UNION BUSINESS LEAVE

- 15.01 Upon two (2) weeks written notice, the **Company** agrees to grant time off without pay during any working day to officers of the Union in the employ of the Company for Union business.
- 15.02 The **Company** agrees that time spent in settling grievances during the regular working hours, pursuant to the grievance procedure hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.
- 15.03 In order that the work of the Company shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unduly withheld.
- 15.04 Bargaining unit **associates** appointed by the **Company** to represent the Company on Committees will not suffer a loss of remuneration for attending meetings held during the **associate's** regular working hours.

ARTICLE 16 - PERSONAL LEAVE

- 16.01 The Company may grant a leave of absence of up to thirty (30) days without pay. Such leave of absence may only be taken outside the vacation period of May 1st to October 1st. Such leave of absence shall not be granted more than once in a two (2) year period. The Company may refuse the application for leave of absence if the granting of such leave would interfere with the efficiency of the **associate's** work area or if the request is not for legitimate personal reasons. Leave of absence shall not be granted for the purpose of working elsewhere.
- 16.02 Special consideration will be given in cases of personal or family emergencies.

ARTICLE 17 - UNIFORMS

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

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

17.03 All plant **associates** are required to wear footwear that is C.S.A. approved and in accordance with W.C.B. regulations. The Company will reimburse up to **\$150.00** per calendar year or **\$300.00** once every 24 months for each **associate** who has completed their probationary period, to be used towards the cost of safety footwear as required. Receipts must be submitted during the calendar year of the purchase to receive this benefit.

ARTICLE 18 - BUSINESS AGENT'S VISITS

18.01 The Union shall provide reasonable notice to the **Company** when the Senior Union Official or her/ his designated representative intends to visit the **Company's** place of business for the purpose of conducting Union business. If possible, the Union shall specify the anticipated duration of the visit. At no time shall he/she interfere with Plant Operations.

ARTICLE 19 - STRIKES AND LOCKOUT

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

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

ARTICLE 20 - ADJUSTMENT OF GRIEVANCES

Union Representation

No Shop Steward, Union Committee member, or **associate** shall leave her/his work without obtaining the permission of her/his immediate supervisor.

In cases of advanced discipline the Company shall notify **associates** that they are entitled to Union representation and provide 24 hours of notice to the **associate** of meetings that are of a disciplinary nature. The Company shall also provide notification of the nature of the meeting with at least 24 hours of notice.

Grievance Investigations

Where an **associate** has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that **associate**, the **associate** and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the **Company's** place of business.

Shop Stewards or Union Committee members shall be permitted to represent an **associate's** interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

Disciplinary Action Grievable

Disciplinary action grievable by the **associate** shall include written censures, letters of reprimand, and adverse reports or performance evaluation.

Associate Notified of File Documentation

An **associate** shall be given a copy of any such document placed on the **associate's** file which might be the basis of disciplinary action. Should an **associate** dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel record.

Removal of Disciplinary Documents

Any such document other than official evaluation reports shall be removed from the **associate's** file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

Introduction of Evidence at Hearing

Any such document other than official evidence in any hearing a document from the file of an **associate**, the existence of which the **associate** was not aware at the time of filing or within a reasonable period thereafter.

Grievance Procedure Preamble

The **Company** and the Union recognize that grievances may arise concerning:

(a) the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or

(b) the dismissal, discipline or suspension of an **associate** bound by this Agreement. If an **associate** has a grievance, her/his grievance shall be settled as follows:

Step One:

The **associate**, with or without a Shop Steward or Union Committee member (at the **associate's** option), shall first discuss the grievance with her/his immediate supervisor or department head within **fifteen (15) working** days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the disagreement. If the grievance is not settled at this step, then:

Step Two:

The grievance shall be reduced to writing by:

(1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;

- (3) the grievance shall be signed by the **associate** and a Shop Steward or Union Committee member;
- (4) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:

Step Three:

The Union Committee and Company Official designated by the Company to handle Labour Relations matters shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Company Official for Labour Relations shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to a single arbitrator under Article 21 within thirty (30) calendar days.

Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the **Company**, her/his designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 21 of this agreement.

Dismissal/Suspension for Alleged Cause

Associates dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

Reinstatement of Associates

If, prior to the selection of an Arbitrator, it is found that an **associate** was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that **associate** shall be reinstated by the **Company** without loss of pay with all of her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, discipline or discharge had not taken place, or upon such other basis as the parties may agree.

Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case

ARTICLE 21 - BOARD OF ARBITRATION

If the Union and the Company cannot reach a resolution, then upon request of either party, the grievance shall be referred to a single Arbitrator.

The decision of the arbitrator shall be final and binding upon the **Company**, the Union, and the **associates** concerned.

Dismissal/Suspension:

If the dismissal or suspension of an **associate** for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitrator. The parties agree to make every effort to have the matter heard by an arbitrator within two (2) months of the referral to arbitration.

The arbitrator shall hear and determine the dispute and issue a verbal or a written decision within seven (7) calendar days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision. The parties agree that the time limits for appeal under the Labour Relations Code of B.C. shall commence with the issuance of written reasons for the decision.

Associate Called as a Witness:

The **Company** shall grant leave without loss of pay to an **associate** called as a witness by an Arbitrator and, where operational requirements permit, leave without loss of pay to an **associate** called as a witness by the Union, provided the dispute involves the **Company**. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

Arbitrator Hearings:

Where operational requirements permit, the **Company** shall grant leave without loss of pay to a reasonable number of **associates** representing the Union before an Arbitrator, provided the dispute involves the **Company**.

Expenses of Arbitrator:

The expense of arbitrators shall be borne equally by the parties to the arbitration, unless paid by the Labour Relations Board of the Province of B.C.

Reinstatement of Associates:

If the Arbitration Board finds that an **associate** has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that **associate** shall be reinstated by the **Company** and the Board may order that her/his reinstatement be without loss of pay and/or with all her/his rights, benefits and privileges which she/he would have enjoyed if the layoff, suspension or discharge had not taken place.

ARTICLE 22 - CANCELLATION OF PREVIOUS UNDERSTANDINGS

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

ARTICLE 23 - TERMINATION OF SERVICE

23.01 The Company agrees that, when desirous to dispose of the services of an engineer who is paid on an hourly basis, such engineer shall be given one (1) week's notice, or paid one (1) week's wages in lieu thereof, except in such cases where the Company, by Law, is entitled to dismiss without notice.

23.02 The Engineers' Union agrees that such engineers who are employed on an hourly basis shall give the Company one (1) week's notice when they desire to leave the employ of the Company.

ARTICLE 24 - COURT RULING

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

ARTICLE 25 - UNION PATRONAGE

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

ARTICLE 26 - PENSION PLAN

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

The Company's maximum retirement benefit level is \$1750.00 and is unreduced if after your 55th birthday you have a point combination of service and age that total 85 points.
(ie.: 30 years' service + 55 years of age = 85 points)

ARTICLE 27 – GROUP INSURANCE PLAN

It is agreed that the Company will arrange for a Group Insurance Plan (the "Plan") to be available to eligible full time associates and their eligible dependents during the life of this Agreement. The Company shall pay ninety percent (90%) of the monthly premiums under the Plan, except for

LTD, which is 100% Company paid. Associates become eligible to participate in the Plan upon completion of ninety (90) calendar days of full-time service.

The Plan will provide for coverage to eligible associates, subject at all times to the terms and conditions of the Plan, of the following benefits:

Dental

- 90% for Basic Services — recall exam every 6 months; \$3,500 combined Basic/Major annual maximum per insured member
- 80% for Major Services (crowns, bridges and dentures) - \$3,500 combined Basic/Major annual maximum per insured member
- 50% for Orthodontics - \$1,750.00 lifetime maximum

Drugs

- 80% reimbursement annually for the first \$1,000; 100% reimbursement thereafter. Mandatory generic substitution unless medically supported and approved by the insurance carrier.
- \$8.00 dispensing fee maximum

Healthcare

- No annual deductible
- Eye exams every two (2) years, per adult
- Eye glasses/lenses/frames — maximum of \$300 per person every two (2) years
- Hearing aids — maximum of \$350 per person every four (4) years
- Paramedical services — maximum of \$250 per person every calendar year for each of the following licensed, certified or registered professionals:
 - Chiropractor & naturopath combined
 - Massage therapist & physiotherapist combined

Podiatrist

- Acupuncturist
- Psychologist
- Speech therapist

Life & Non-Occupational AD&D Insurance (coverage terminates at age 65)

- \$70,000.00 for Life; Non-Occupational AD&D as per insurance carrier schedule. The Company will provide up to 24 months of survivor benefit coverage (dental, drugs and healthcare) to the eligible dependents of an associate who:
 - 1) becomes deceased during the life of the Collective Agreement, and
 - 2) was participating in the plan at the time of their death.

Disability (coverage terminates at age 65)

- Weekly Indemnity — 60% of the associates normal weekly earnings (based on standard working hours).
- Long Term Disability — 60% of normal weekly earnings (based on standard working hours) when Weekly Indemnity is exhausted (inclusive of all Government payments)

The Company's obligation hereunder will be limited to paying the Company's share of the monthly

insurance premiums for eligible associates in relation to the Plan. It is agreed and recognized by the parties that the benefits required to be paid or provided under the Plan are payable by the third party insurance carrier and not by the Company. In no circumstances will the Company be considered the insurer.

The Company will assist and/or provide resources to associates for questions or issues regarding benefits.

The Company will notify the Union in advance of any changes in coverage.

**** All health and welfare benefit changes to be effective February 1, 2019.**

ARTICLE 28 - TOOLS

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

ARTICLE 29 - EXPIRATION AND RENEWAL

31.01 The Agreement shall be in full force and effect from the 1st day of **April 2018 until the 31st day of March 2022** and thereafter from year to year until a new Agreement is consummated.

The Parties agree to specifically exclude the operation of Section 50 (2) of the Labour Code of British Columbia Act; and to agree that there shall be no re-opening of this Agreement until the proper notice is served prior to its expiration date of **March 31, 2022**.

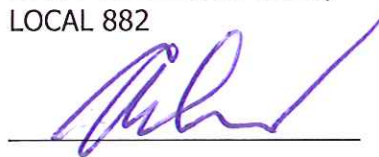
Should either party desire to make any changes in this Agreement, the party desiring the changes shall notify the other party within four (4) months of the expiry date of this Agreement.

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

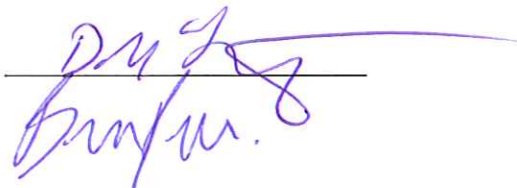
CANADA BREAD COMPANY,
LIMITED

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882









LETTER OF UNDERSTANDING #1

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

RE: LIFE INSURANCE/MSP - PART-TIME **ASSOCIATES**

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

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

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

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

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

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

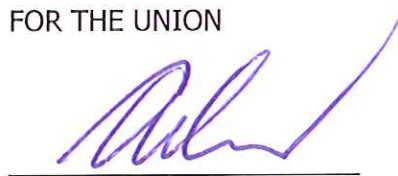
For **associates** who are on benefit coverage it will also include days of absence for up to six (6) months for non-compensable sickness or accident, and twelve (12) months of compensable sick or accident (WCB).

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

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #2

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

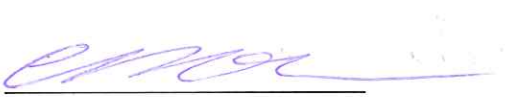
RE: GRANDFATHERING OF EXISTING **ASSOCIATES** – (Hired prior to April 2008)

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

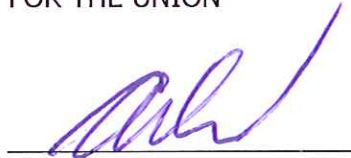
Associates who do not have the appropriate trade certifications or Power Engineer certification at the date of ratification will not be required to obtain certifications to maintain their rate or classification.

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

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #3

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

RE: RESCHEDULING OF REGULARLY SCHEDULED PART TIME SHIFTS

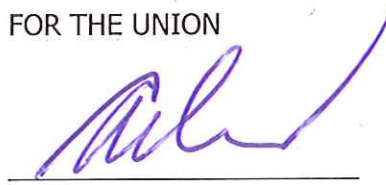
In the event that the **Company** wishes to re-schedule any regularly scheduled part time shifts, in conjunction with Article 4.03 and Article 9.03(c) of the Collective Agreement, they shall communicate this to the Union Shop Steward and the member(s) being affected with as much notice as possible, but not less than 48 hours prior to any contemplated shift change. The affected part time member(s) shall be offered alternate shift work if available in order of seniority.

Each part time **associates** is required to ensure that the Company has updated contact information.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #4

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

RE: APPRENTICESHIP PROGRAM

It is agreed that a Training Committee will be responsible for overseeing the Apprenticeship Program at the Langley Bypass Bakery. The Maintenance Manager will chair and be responsible for the administration of the Apprenticeship program. A shop steward of the IUOE, Local 882 shall also sit on the Training Committee.

Apprenticeship training will consist of training for a Journeyman Electrician or Journeyman Millwright. The type of positions shall be determined based on operational needs. The required standard of practical and technical ability expected of the apprentice during the program and at the end of the training period will be fully explained to all applicants for the apprentice position(s).

Applicants for apprenticeship positions must meet the following criteria:

- Completed the regular course of instruction through Grade 12 at an accredited high school and must have graduated with a diploma (or equivalent formal education).
- Successfully complete and a pass standard apprenticeship test as administered in the **Human Relations** Office.
- Must fulfill all other company requirements as set down in this policy.
- The company will meet with the apprentice candidate to explain the apprenticeship standards.
- Be interviewed by the Maintenance Manager and/or assistants in making the choice from eligible candidates. Seniority may not be a factor in determining eligibility.
- Willingness to work for four (4) years after completion of the apprenticeship program.

Candidates will be recruited from the following groups:

1. IUOE Local 882 currently employed at Canada Bread, Langley Bypass Bakery
2. Non-trade qualified **associate** groups within Canada Bread
3. Applicants will the pre-apprenticeship program at BCIT or an accredited Institution
4. Current apprentices from the open labour market.

As part of their program, apprentices will be required to obtain a Fifth (5th) Class Power Engineer. Certificate of Competency within the first 24 months of Employment.

Apprentices will be paid at a percentage of the Journeyman rate as shown in the following table:

Length of Apprenticeship	Year 1	Year 2	Year 3	Year 4
Journeyman rate	75%	80%	85%	90%

All apprentices shall be paid the yearly amount for each year work and not the school curriculum year as course work may not be available to complete in each of the 4 years. However, apprentices must show proof of enrollment and complete said course at that time. If unsuccessful they will be reverted back to the previous year's rate.

On completion of the program, all apprentices shall be employed as a Journeyman in their applicable trade.

The above-mentioned Training Committee will work in co-operation with the Industry Training Authority and BCIT/ accredited institutions to develop a program which provides adequate training in all aspects of the job duties.

The **Company** will give practical training and experience as well as school training (BCIT or other accredited post-secondary institution). Costs for all technical training in the form of regularly scheduled school training periods will be paid by the **Company** as will all learning guides and text books required for the apprenticeship program.

Training will be on a full time basis. A record of the apprentice's exposure and competency on each major skill area of the trade will be kept in the apprentice's training record book.

The Training Committee will review the apprentice's practical training and experience progress at least once every three (3) months. The Journey Person(s) who is assigned to the apprentice for that period shall assist in the apprentice's evaluation. In order to train and develop an apprentice, the work hours of the apprentice will be adjusted, without regard to seniority restrictions.

Following each review, the apprentice(s) will be advised of their progress and should an apprentice's progress be unsatisfactory, they will be so advised in writing. Should the apprentice's progress continue to be unsatisfactory, their apprenticeship and employment will be terminated.

This program will also be a "Red Seal Inter Provincial Trade Qualification (TQ)" which will provide for government recognized trade qualifications.

Upon attainment of certification, the **associates** agrees to remain in the employ of Canada Bread as a Journeyman for four (4) years. If an **associate** leaves before four (4) years, they will be required to reimburse the Company, on a pro-rated basis, tuition and examinations costs.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #5

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

RE: MEDIATION

- a) In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator (**Mediation**) upon providing the other party with four (4) weeks' notice of their intention to refer a grievance and providing both parties mutually agree to the grievance being referred.
- b) Only grievances where the parties have shared all relevant information regarding the grievance and all reliance documents and fact have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow fair opportunity for analysis and reply.
- d) Decisions of the grievance mediator (**Mediation**) shall be in writing but shall be without prejudice, non-precedent setting and shall be publicized.
- e) Legal counsel will not be used by either party.
- f) The parties shall develop procedures of guidelines as necessary.

This Letter of Understanding will remain in effect for a trial period of twelve (12) months from date of ratification at which time the Union and the Company shall meet and discuss. This Letter of Understanding may only be renewed / extended by mutual agreement.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #6

BETWEEN: CANADA BREAD COMPANY, LIMITED

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

RE: GRANDFATHERED 7 WEEKS OF VACATION

**The following associates will be grandfathered at seven (7) weeks of annual vacation
for the duration of their employment:**

**Alberto Romegioli
Dennis Kramer
Michael Lieffering**

FOR THE COMPANY



A handwritten signature in blue ink, appearing to be 'DKramer', written over a horizontal line.

FOR THE UNION



A handwritten signature in blue ink, appearing to be 'Alberto Romegioli', written over a horizontal line.