

COLLECTIVE AGREEMENT

BETWEEN

CANADA BREAD FROZEN BAKERY LTD.

(herein after referred to as the “Company”)



of the FIRST PART

- and -

TEAMSTERS LOCAL UNION 987 OF ALBERTA

(herein after referred to as the “Union”)



of the SECOND PART

July 2, 2011 – July 1, 2015

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THIS AGREEMENT made this 15th day of December 2011.

B E T W E E N

CANADA BREAD FROZEN BAKERY LTD.

(hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION 987 OF ALBERTA

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain an efficient and unrestricted production and distribution of products; to maintain a harmonious relationship between the Company and its employees; to provide a method of settling in an amicable manner any difference or grievance which may from time to time arise; and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.
- 1.02 In this Agreement wherever the words "he", "she", "his", or "her" appear, it shall be construed as meaning persons of either gender.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all its production, maintenance, sanitation and warehouse employees located at the company's plant at 4320 – 80th Avenue S.E., Calgary, Alberta, and excludes all office staff, technical staff, salespersons, supervisors, and those above the rank of supervisor.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01 Upon written request of an employee, the Company will, in accordance with the tenor of the request, deduct the employee's Initiation Fee and monthly Union dues, remitted same, together with a list of the employees from whom the deductions have been made to the Secretary Treasurer of the Union, on or before the 15th day of the following calendar month in which the dues are deducted.

ARTICLE 5 - MANAGEMENT RIGHTS

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

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

- 6.01 The authorized Business Agent or Representative of the Union shall be permitted to visit members regarding Union business during working hours, after notifying the Management. No interview shall be more than five (5) minutes unless during lunch or break times and will not disrupt production.
- 6.02 The Company recognizes the right of the Union to appoint or elect a Shop Steward's Committee and they shall not be discriminated against. The Union shall notify the Company in writing of the names of the Shop Stewards. As a requirement each Shop Steward must have acquired seniority under this Collective Agreement.
- 6.03 The Employer acknowledges the right of the Union to appoint a reasonable number of employees to deal with matters, which properly arise from time to time, in connection with the renewal or modification of this Agreement. Each member of the negotiating committee shall have completed his probationary period.

ARTICLE 7 - STRIKES - LOCKOUTS

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

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter work week or work day whenever; in the opinion of the Employer, this is required for business reasons.
- 8.02 (a) Regular Work Schedule: The maximum hours of work of an employee at straight time rate shall consist of eight (8) consecutive hours per day. The work week at straight time rate shall consist of forty (40) hours per week.

8.02 (b)

- i. Employees will be scheduled and called to work in order to maximize the hours of senior employees within the week while recognizing that there is not a guarantee of hours per day or week.
- ii. For purpose of scheduling, there will continue to be four departments: Production, Warehouse, Maintenance, and Sanitation. The production department will incorporate the Bagel, Par Bake, and Hearth production lines.

iii. The classification within the above four departments are:

Production	Associate II	Lead Hand
		Mixer
		Scaler
		Relief
		Boiler
		Makeup
		Board Transfer/Proofer
	Associate I	Packaging
Warehouse	Associate II	Lead Hand
		Shipper
		Receiver
Maintenance	Lead Hand	Maintenance
Sanitation	Lead Hand	Sanitation
Sanitation	Lead Hand	Sanitation

- iv. Scheduling will be done weekly by classification within each department in accordance with seniority and subject to employee's having the present ability to perform the work in a proficient manner. It is recognized that an employee may be scheduled to work in more than one classification in the week in order to maximize hours in the week.
- v. Taking into consideration operational needs, the Company will endeavour to schedule all employees consecutive days of rest.
- vi. In the event of a reduction in the work requirement in the week the company may apply the following arrangements to reschedule during the week in order to maximize the hours of senior employees:

An Associate II may be assigned the work of a more junior Associate II within the department. If there is not a more junior Associate II within the department the Associate II may be assigned the work of a more junior Associate I within the department.

An Associate I may be assigned the work of a more junior Associate I.
- vii. Employees will continue to have the right to obtain promotions to other classifications through the Job Posting and Layoff procedures provided for in Article 14.

- viii. Employees may with the consent of the Company restrict their availability to designated days in the week. Restricted employees will be scheduled hours only after unrestricted employees have been scheduled hours.
- 8.02 (c) The employer agrees to post the weekly work schedule no later than the Thursday at two p.m. (2 p.m.) for the following week. A copy of the schedule will be provided to the Shop Steward. It is the employee's responsibility to check for any changes to the schedule each day before they leave the plant. If the employee leaves the plant before the schedule is revised then the Company will phone the employee(s) at the contact number provided to advise them of their schedule. If the employee does not have an answering machine or call display it is the employee's responsibility to contact the plant to confirm their schedule.
- 8.03 In a minimum eight (8) hour shift employees shall be scheduled for two (2) paid ten (10) minute rest periods and one (1) unpaid thirty (30) minute meal period for each shift worked.
- 8.04 For greater clarity, employees shall be scheduled for the following rest and meal periods:
- (a) Four (4) hour shift or more:
one (1) paid ten (10) minute rest period.
 - (b) Six (6) hour shift or more:
two (2) paid ten (10) minute rest periods.
 - (c) Eight (8) hour shift or more:
two (2) paid ten (10) minute rest periods
one (1) unpaid thirty (30) minute meal period.
- 8.05 Overtime shall be paid at a rate of time and one half ($1\frac{1}{2}$ x) the regular hourly rate for work performed in excess of eight (8) hours of work in the day or forty (40) hours of work in the week.
- 8.06 The Employer shall pay an employee called in to perform work, not continuous with his regular work nor previously scheduled by the Employer, wages for at least four (4) hours of work at the employee's regular rate of wages.
- The Employer reserves the right to require an employee to work the four (4) hours. The employee may opt to leave prior to the four (4) hours at which time he will be paid only for the hours worked.
- 8.07 Employees required to work two (2) hours of overtime, in addition to an eight (8) hour daily shift shall be granted an additional ten (10) minute paid break as close as possible to the end of their regular shift. If it is anticipated that the overtime will be in excess of an additional two (2) hours after the end of their regular shift, such employee will be eligible for an additional ten (10) minute break in accordance with operational requirements.
- 8.08 The above does not preclude the employer from instituting a work schedule where the maximum hours of work of an employee at straight time rate consists of ten (10) consecutive hours per day and where the work week at straight time rate consists of forty (40) hours per week. In such instance overtime would be paid at a rate of time and one half times ($1\frac{1}{2}$ x) the regular hourly rate, in circumstances where the employee had been required to perform work in excess of ten (10) hours in a work day or forty (40) hours in a work week.

By mutual agreement between the employee and the company, employees may be scheduled for twelve (12) hour shifts. Employees shall receive eight (8) hours pay at regular time, with the balance of the hours paid at the overtime rate as per Article 8.05.

- 8.09 (a) In the event that the Employer anticipates overtime to be less than one shift, overtime will first be offered to those senior employees at work with the present ability and willingness to do the work in the classification(s) on the related production line or, in the work area where the overtime is required. Failing this, the Employer will assign the work to employees at work with the present ability to do the work in reverse order of seniority.
- (b) Where overtime is anticipated by the Employer to be one or more full shifts, the overtime will first be offered to those senior employees with the present ability and willingness to do the work in the classifications in the work area where the overtime is required. Failing this, the Employer will assign the work to employees with the present ability to do the work in reverse order of seniority. Except in the case of an emergency or any other unforeseen circumstances the Company will notify employees prior to the end of their last break before any overtime on their shift.
- (c) The Employer shall at the end of each week, post an overtime notice for each department, which shall be applicable for all shifts of the following week. Employees will make their daily availability known by signing such overtime notice. Overtime will be applied in accordance with Article 8.09

8.10 An employee can refuse to work any hours beyond twelve (12) consecutive hours in a shift.

ARTICLE 9 - WAGES AND CLASSIFICATIONS

Each employee coming under this Agreement shall be governed by the classifications and wage rates as set out in Appendix "A". The wage rates shall be effective as at July 2nd in each year of this Agreement.

An employee who is promoted or permanently transferred to a different job classification within the bargaining unit shall be paid while so employed on the wage scale, which corresponds to the total accumulated time worked in the company.

The employer will pay employees on a weekly basis.

ARTICLE 10 - PREMIUMS

10.01 **FREEZER PAY** Sunday following ratification, warehouse employees required to work in the freezer will receive an additional \$.60 (sixty cents) per hour for all hours worked in the shift. The premium will be increased to \$.65 (sixty five cents) per hour effective June 30, 2012, and \$.70 cents (seventy cents) per hour effective June 29, 2013, and \$.75 cents (seventy-five cents) per hour effective June 28, 2014. This premium will also apply to maintenance employees required to work continuously in the freezer for their full shift.

10.02 **SHIFT PREMIUM** In addition to their regular wages, a shift premium shall be paid for work performed between the hours of 10:00 p.m. and 6:00 a.m. The premium will be increased to \$.75 (seventy five cents) per hour effective Sunday following ratification and \$.80 (eighty cents) per hour effective June 30, 2012, \$.85 (eighty-five cents) per hour effective June 29, 2013 and \$.90 (ninety cents) per hour effective June 28, 2014.

10.03 **LEAD HAND** Should the Company determine there is a Lead Hand vacancy, this position will be posted to invite applications. When considering applications, the Company will take into account such criteria as skills, qualifications, experience, and leadership ability. When the above factors are equal, seniority shall be the determining factor.

Sunday following ratification the Lead Hand premium will be \$1.50 (one dollar and fifty cents) per hour.

The Lead Hand is an employee who shall direct and lead the work of other employees while performing the work himself or herself. He or she shall not have the authority to directly hire, fire, suspend or discipline employees. He or she shall be a member of the Union.

10.04 **No Pyramiding:** There shall be no pyramiding of overtime, call-in, holiday pay or premium payments.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. Any employee, the Shop Steward, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) working days following the event, given rise to such grievance, shall be forfeited and waived by the aggrieved party

STEP ONE By a discussion between the employee, his immediate supervisor and Shop Steward. If a satisfactory settlement cannot be reached within five (5) working days then;

STEP TWO The grievance shall be submitted in writing on a form supplied by the Union to the Production Manager or Department Head, for discussion between the Production Manager or Department Head, Employee, Shop Steward and Union representative and setting out the following:

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

If a satisfactory settlement cannot be reached within five (5) working days then;

STEP THREE The grievance will be forwarded to the Human Resources Manager and/or Plant Manager, or their delegate. If a satisfactory settlement cannot be reached within ten (10) working days then, the matter may be referred to the Board of Arbitration established by Article 12.

If the grievance has not been advanced within the five (5) working days following the answer at Step One or Step Two, then it shall be deemed to have been abandoned.

- 11.02 The term, "working day," for the purpose of this Article shall not be deemed to include Saturdays, Sundays and paid Holidays.
- 11.03 If an employee who has completed the probationary period, alleges that he has been unjustly discharged he shall notify the company in writing, within five (5) working days after date of separation or else it shall be deemed abandoned and stating the reason of objection to the discharge and the grievance will be considered commencing with the third step of section 11.01 of this Article.
- 11.04 Should any grievance arise directly between the Company and the Union as to the interpretation and application of the provisions of this Agreement; the grievance shall commence with Step Two of the grievance procedure.
- 11.05 A Union Representative as contained in this Article will mean a full-time employee of the Miscellaneous Employees Teamsters Local Union 987.

ARTICLE 12 - ARBITRATION

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

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

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

ARTICLE 13 - DISCIPLINE

- 13.01 The Employer shall advise the employee in writing of its decision to discipline within ten (10) working days of its knowledge of the incident or completion of its investigation, whichever is later.
- 13.02 When an employee is called into the Company's office to be disciplined (or, during the discipline investigative stage), the Company will inform the employee of their right to have a Union Shop Steward to be present at that time. A copy of any disciplinary letter shall be provided to the employee and the Local Union office.
- 13.03 An employee may, upon request, review his personnel file once per calendar year or when he has filed a grievance.
- 13.04 A verbal or written warning which is recorded on an employee's personnel file will be withdrawn when an employee completes a period of eighteen (18) consecutive months of employment following the date of the discipline without any other discipline in that period.

ARTICLE 14 - SENIORITY

14.01 New employees shall be considered probationary employees for their first ninety (90) calendar days and during the probationary period will be entitled to no seniority and may be dismissed or laid-off at the discretion of the Company without the recourse to the grievance procedure. Upon completion of the probationary period, the employees name shall be entered onto the seniority list, with the seniority back dated to their hire date.

Seniority will be based on the date of hire. Employees with identical hire dates shall be determined by draw and the seniority date will be adjusted accordingly.

14.02 An up-to-date unit seniority list will be posted on the bulletin board quarterly so that it is available to employees for reference.

14.03 (a) Seniority with the Company by classification shall govern in all cases of layoff, and recall to work following layoff, in the following manner, provided the employees are presently able to perform in a proficient manner the work available:

- (1) Layoff shall take place by seniority within departments and by classification, and;
- (2) If the layoff is a temporary layoff anticipated to be thirteen (13) weeks or less, then an employee affected may displace a more junior employee within his own classification within his department or, failing that ability, then displace a more junior employee in the Associate I Classification within his department, should such classification exist.
- (3) If the layoff is a permanent layoff anticipated to be more than thirteen (13) weeks, then an affected employee who is unable to displace a more junior employee as outlined in 14.03 (a) (2) above may then displace a more junior employee in the Associate I classification in another department.
- (4) In the event of a position elimination, the employee(s) affected may resort to the layoff procedure.

(b) Employees shall be recalled back to work in the reverse order to which they were laid off.

14.04 A person shall lose all seniority and his employment shall be terminated if he:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is absent from work for three (3) working days, unless a reason satisfactory to the Company, is given;
- (d) Is laid-off or does not work for a period of thirteen (13) consecutive weeks due to a lack of available work;

- (e) Upon being recalled fails to report for work within seven (7) days;
- (f) Overstays an authorized leave of absence without providing a reason satisfactory to the Company;
- (g) Is absent due to illness or disability for a period of twelve (12) months.

14.05

- (a) In promotion within the bargaining unit, to a permanent vacancy declared by the Company, preferences shall be given to those employees having the longest Company seniority, provided that the employees in question are of equal fitness and merit to perform the work required.
- (b) Should an employee be found to be incapable of performing his duties within his new classification, he may within a period of twenty five (25) working days from the date of promotion be returned to his former position with no loss of seniority.
- (c) The Company agrees that when a permanent vacancy as above occurs, to post a notice for one (1) week inviting applications for affected full-time positions and shall decide the awarding of the job within a further five (5) working days. For the purpose of this article, one (1) week is expressed as a full week, e.g. if the posting is put up on a Wednesday, the earliest it will be removed is the following Wednesday. The posting process shall be subject to the following:
 - (1) Only the original vacancy and the first two (2) resultant vacancies where applicable shall be posted eg. a maximum of three (3) postings.
 - (2) In the event an employee returns to his former position, the vacancy will be reposted.
 - (3) The successful applicant will be posted on the bulletin board and a copy of the posting and award will be sent to the Local Union office. The posting will indicate the job and pay range.
- (d) Once an employee accepts a bid posting they can only bid on another position after six (6) months. This condition is waived when an employee bids on a higher rated position.

14.06

An employee who, for the convenience of the Company is temporarily transferred to a job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows:

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

- (c) For temporary vacancies of a known duration of more than thirty (30) working days due to illness, injury, or approved leave of absence, the position will be posted as a temporary vacancy. The Company is obligated to post the original and first resultant vacancy only. Upon receiving two (2) weeks notice from the absent employee that they are able to return to work on a regular basis, the employee(s) occupying the temporary vacancies will be reassigned to their former positions.

Where a temporary transfer in accordance with 14.06 (b) is required, the transfer will first be offered to those senior employees with the present ability and willingness to do the work in the classification(s) on the related production line or, in the work area where the transfer is required.

ARTICLE 15 - REPORTING FOR WORK PAY

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

ARTICLE 16 - STATUTORY HOLIDAYS

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

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

It is agreed that the status of the Family Day holiday will be amended to reflect any changes that should occur under the Alberta Standards Code.

Holiday for purposes of the above will be based on the average daily hours worked by the employee in the nine (9) weeks immediately preceding the holiday to a maximum of eight (8) hours, in accordance with the Employment Standards Code. However, in the event of a work schedule where the maximum hours of work of an employee at straight time rate consists of ten (10) consecutive hours per day and where the work week at straight time rate consists of forty (40) hours per week then the calculated holiday pay will be to a maximum of ten (10) hours.

The basic work week is not reduced during the week of a holiday. Holiday pay as outlined in 16.01 is not included as time worked toward weekly overtime.

- 16.02 The Employer will give due consideration to employees who make a written request five (5) days prior to the schedule being posted to either work on a statutory holiday or to request the statutory

holiday off. Scheduling for statutory holidays shall be scheduled in accordance with article 8.02. Employees required to work the holiday shall be paid at the rate of time and one-half (1½ x) in addition to their calculated holiday rate for all hours worked in the twenty four (24) hour period (midnight to midnight) of the holiday.

- 16.03 When any of the statutory holidays listed above falls within an Employee's annual vacation period such Employee shall be granted one additional day off with his calculated statutory holiday pay if otherwise earned, at a time mutually agreed upon or, the calculated statutory holiday pay in lieu of.
- 16.04 Notwithstanding the above, an employee shall not be entitled to statutory holiday pay unless excused by the Company, if the employee:
- (a) fails to work his/her scheduled shift immediately prior to and following a statutory holiday;
 - (b) fails to work on a holidays when required or scheduled to do so;
 - (c) is on layoff, leave of absence, or otherwise not on active payroll;
 - (d) is in receipt of other forms of compensation provided for this agreement or by law;
 - (e) fails to provide satisfactory evidence of legitimate illness or injury when requested.

ARTICLE 17 - VACATION

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

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

The company's vacation year will be the period from January 1st to December 31st. A notice will be posted on October 15th of each calendar year, requesting employees to state their choice of vacation dates for the following calendar year. Such notice will be removed by the Employer at the end of that month and the vacation schedule prepared and posted within ten days. Requests to reschedule vacation periods after the date will be considered by the Employer; however, the requested changes will not be made if, in the opinion of the Employer, the rescheduling will interfere with the vacations of other employees or with the Employer's operating needs.

- 17.02 An employee with one (1) year or more but less than five years of continuous service as at January 1st shall be entitled to two (2) weeks vacation. Pay for such vacation shall be four percent (4%) of the employee's straight time earnings in the previous year. Earnings shall include the prior years vacation pay.
- 17.03 An employee with five (5) years or more of continuous service as at January 1st shall be entitled to three (3) weeks vacation. Pay for such vacation shall be six percent (6%) of the employee's straight time earnings in the previous year. Earnings shall include the prior years vacation pay.
- 17.04 An employee with ten (10) years or more of continuous service as at January 1st shall be entitled to four (4) weeks vacation. Pay for such vacation shall be eight percent (8%) of the employee's straight time earnings in the previous year. Earnings shall include the prior years vacation pay
- 17.05 An employee with twenty (20) years or more of continuous service as at January 1st shall be entitled

to five (5) weeks vacation. Pay for such vacation shall be eight percent (10%) of the employee's straight time earnings in the previous year. Earnings shall include the prior years vacation pay

ARTICLE 18 - DURATION, TERMINATION AND AMENDMENTS

- 18.01 (a) This Agreement shall be in full force and effect as of Sunday following ratification and continue in full force and effect through to July 01, 2015 and from year-to-year thereafter, except as hereinafter provided.
- (b) Either party may terminate or propose amendments to this Agreement on the expiry date or any anniversary date thereafter by notice in writing not more than ninety (90) days and not less than sixty (60) days prior to the expiry date of this Agreement or any subsequent anniversary of said agreement.

ARTICLE 19 - LEAVE OF ABSENCES

19.01 The Company agrees to grant the necessary time off without pay to one employee designated by the Union to serve in any capacity on any official Union business, provided however, that notification is given to the Company in sufficient time to secure a relief person for the job involved. Such leave of absence shall be limited to a two (2) week period. The Company will consider requests for unpaid leave of up to six (6) months, and where granted, will bill the Union for the cost of the employee benefit coverage.

19.02 General Leave of Absence

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

19.03 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, the employee shall be granted a leave of absence of up to three (3) days with pay in accordance with the conditions in this clause.
- (b) The term "immediate family" means the employee's mother, father, brother, sister, step-parents, step-children, spouse, common law spouse, son, daughter, mother-in-law, father-in-law and grandparents.
- (c) For the following relations, an eligible employee shall be granted up to three (3) days leave of absence without pay for bereavement leave: grandchild, brother-in-law, sister-in-law, and spouse's grandparents.
- (d) Additional time off without pay will be considered when requested by the employee. Further two (2) additional days off with pay will be granted for spouse or child.
- (e) Employee to provide documentation to receive bereavement benefit.

19.04 Birth Leave

An employee about to become a father shall be entitled to a one (1) day leave of absence with pay at the time of birth of his child.

19.05 Maternity/Parental Leave

Maternity and Parental Leave shall be in accordance with the Employment Standards Code. Upon return from leave the Employer will make a reasonable effort to return them to their position. Note that any employee who applies for maternity leave following ratification must have one year of service to qualify.

19.06 Witness/Jury Duty

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

ARTICLE 20 - HEALTH BENEFITS

- i. 20.01 The Company will provide the summary details of the benefits plans in place to employees upon eligibility for coverage.
- ii. Effective February 1, 2012, introduce an employee paid Weekly Indemnity Plan to pay 66 2/3% (sixty-six and two thirds percent) up to the Employment Insurance (EI) maximum, with coverage on the 1st day accident or hospitalization and 4th day of an illness through up to 105 days (one hundred and five days) of coverage.
- iii. Effective February 1, 2012 modifies the employee paid Long Term Disability plan to commence on the 211th (two hundred and eleventh days).
- iv. Life Insurance and Accidental Death & Dismemberment coverage is \$ 28,000.00 (twenty eight thousand dollars).
- v. Extended Health Plan with:
 - semi-private hospital room coverage
 - up to \$300 (three hundred dollars) per year per practitioner for each of chiropractic, massage therapy, physiotherapy and effective February 1, 2012 add Podiatry
 - co-insurance at 80%
 - no single or family deductible
 - Effective February 1, 2012, we are moving from the lifetime maximum of \$12,000.00 (twelve thousand dollars) - to an annual maximum of \$7,500.00 (seven thousand and five hundred dollars).
 - Company will provide a drug card, co-insurance at 80%. It is understood that issues such as dispensing fees, mandatory generic use, cost of lost cards, enrolment and dates of implementation, and any other matter related to the

insurance carrier's drug card plan will be discussed with the Union prior to roll-out.

- vi. Effective February 1, 2012 the dental coverage increase to be based on the Insurance carrier 2010 fee guide with a 1-year lag, with an annual maximum of one-thousand and one hundred (\$1100.00) dollars.
 - vii. Effective February 1, 2012 the vision care plan will increase to one hundred and seventy-five (\$175.00) dollars for each 24 month period (at 80% co-insurance).
 - viii. Ambulance coverage is in effect in current benefit plan.
- 20.02 The company reserves the right to change carriers at any time provided that in the event a carrier is changed, an equivalent level of benefit coverage is maintained.
- 20.03 Eligible coverage is provided on a three (3) month basis commencing January 1st, April 1st, July 1st or October 1st of a calendar year. Eligibility will be determined as at expiry of the third last payroll period preceding each of these dates. To be eligible for coverage (and continued coverage), an employee must have worked an average of thirty (30) hours per week exclusive of replacement hours, in the thirteen (13) weeks prior to the date of determination. An employee who fails to maintain sufficient hours of work or who does not submit the required forms will be disqualified. Hours worked for purposes of this clause include Company paid time off (vacations and statutory holidays) and absence due to illness for more than ten (10) working days.
- 20.04 Employees on Maternity leave will retain coverage provided they prepay all appropriate premiums prior to the commencement of their leave.
When an employee is injured on the job the Company shall pay the balance of the employee's shift (regular hours only).
- 20.05 Effective January 1, 2012 all employees who have passed probation shall be eligible to use up to two (2) paid sick days per calendar year. Any unused days will be paid out no later than the 3rd payroll in December of each year.

ARTICLE 21 - SAFETY FOOTWEAR

- 21.01 Where the company requires employees to wear company approved safety footwear, such wearing shall be a condition of employment and must be worn on duty at all times. Employees will be reimbursed for such footwear each calendar year as outlined below. Freezer boots will only be provided to employees required to work in the freezer and will not be in addition to safety shoes.

<u>Effective Date</u>	<u>Safety Shoes</u>	<u>Freezer Boots</u>
Ratification	\$125	\$150

Should it be requested by the employee, the company is to provide freezer slip on boots for non-warehouse employees who have to enter the freezer during cold temperature operation.

ARTICLE 22 - UNIFORMS

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

ARTICLE 23 – GENERAL

23.01 (a) The Company shall make reasonable provisions for the safety and health of the employees during the hours of employment. Protection devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company. The Company shall establish a safety committee consisting of management and union members.

(b) No employee shall carry out any work if on reasonable or probable grounds, the employee believes that there exists an imminent danger to their health or safety. In such cases the employee must immediately notify management.

23.02 The Company shall provide a bulletin board for the posting of official Union notices, provided they are of a non-controversial nature. All notices shall be presented to the Human Resource and/or Plant Manager prior to posting.

23.03 The Company and the Union agree to schedule a Joint Labour Management Meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation affecting matters of joint interest. Employees will be paid regular hours while in attendance. No more than four (4) Shop Stewards will be in attendance in such meetings. Minutes shall be kept and distributed to all Committee members and shall be posted for the information of all employees.

23.04 The parties agree that apprenticeship training can be a valuable source of high caliber trades people. Should there be a requirement to hire apprentices this will occur in accordance with the Alberta Apprenticeship and Industry Training Act. In such cases, the Company will put up a notice and solicit interest from existing employees working in other classifications.

Apprentices will be paid at the following rate:

Year 1	60% of the journeyman rate
Year 2	70% of the journeyman rate
Year 3	80% of the journeyman rate
Year 4	90% of the journeyman rate

Following completion of the training period and becoming certified, the employee shall be paid at the full journeyman rate of pay.

When attending school, as required by the Alberta Apprenticeship and Industry Training Act, the employee shall be eligible for E.I. benefits. The Company will pay for the apprentice's tuition and books upon required attendance and successful completion of the program.

Should the Company determine that a dual ticket journeyman is required, we may provide the opportunity to pursue dual tickets if the trade is relative to the operation of the plant. When completing a second and subsequent ticket, the employees shall be paid their regular wage while attending school. Upon completion of their second or subsequent tickets(s) the employee shall remain with the Company for one year or reimburse all monies paid to the company for their training.

In the event of layoff, any apprentices hired after July 02, 2003 shall be considered for layoff prior to the consideration of journeyman.

23.05 New and existing maintenance employees will be provided a one-time payment of \$150 (one hundred and fifty dollars) for the purpose of tool purchase.

ARTICLE 24 – PENSION PLAN

Upon ratification, eligible employees will be able to join the Canada Bread Western Bakery Pension Plan which is a non-contributory plan for members.

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

(1) For certified maintenance employees:

July 2, 2010
Fifty dollars (\$50) per month based on twenty five (25) years of credited service or prorated accordingly on less years of service (e.g. \$50/year of credited service to a maximum of twenty five (25) years).

For any other employees:

July 2, 2010
Twenty-five dollars (\$25) per month based on twenty five (25) years of credited service or prorated accordingly on less years of service (e.g. \$25/year of credited service to a maximum of twenty five (25) years).

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

FOR THE UNION:

FOR THE COMPANY:

John Taylor

Robyn Thompson

Pat Pope

Alain Laferriere

Graciela Gonzalez

Abdul Ahmed

Jagpal Sandhu

Lynn Hoosier

Amrit Samra

Ian Caldwell

Linda Plett

Rick Adams

Appendix A

Schedule of Rates of Pay

		2-Jul-11	30-Jun-12	29-Jun-13	28-Jun-14
Associate I	Current Rate				
Start	\$11.59	\$12.09	\$12.59	\$13.09	\$13.59
3 Months	\$12.26	\$12.76	\$13.26	\$13.76	\$14.26
6 Months	\$12.92	\$13.42	\$13.92	\$14.42	\$14.92
12 Months	\$14.24	\$14.74	\$15.24	\$15.74	\$16.24
18 Months	\$15.57	\$16.07	\$16.57	\$17.07	\$17.57
24 Months	\$17.91	\$18.41	\$18.91	\$19.41	\$19.91
Sanitation					
Start	\$13.56	\$14.06	\$14.56	\$15.06	\$15.56
3 Months	\$14.05	\$14.55	\$15.05	\$15.55	\$16.05
6 Months	\$14.53	\$15.03	\$15.53	\$16.03	\$16.53
12 Months	\$15.51	\$16.01	\$16.51	\$17.01	\$17.51
18 Months	\$16.48	\$16.98	\$17.48	\$17.98	\$18.48
24 Months	\$19.06	\$19.76	\$20.26	\$20.76	\$21.26
Associate II					
Start	\$14.55	\$15.05	\$15.55	\$16.05	\$16.55
3 Months	\$15.06	\$15.56	\$16.06	\$16.56	\$17.06
6 Months	\$15.58	\$16.08	\$16.58	\$17.08	\$17.58
12 Months	\$16.59	\$17.09	\$17.59	\$18.09	\$18.59
18 Months	\$17.61	\$18.11	\$18.61	\$19.11	\$19.61
24 Months	\$19.74	\$20.24	\$20.74	\$21.24	\$21.74
Maintenance Journeyman Rates					
Single Ticket	\$31.42	\$32.22	\$32.72	\$33.22	\$33.72
Dual Ticket	\$32.42	\$33.22	\$33.72	\$34.22	\$34.72

Letter of Understanding # 1



Canada Bread Frozen Bakery – Calgary Plant

December 8, 2011

Subject: Pension Discussion

The Company and the Union will meet by July 1, 2013 for discussion purposes only on the topic of employee Pensions.

Robyn Thompson
Director, Human Resources

John Taylor
Business Agent

Letter of Understanding # 2



Canada Bread Frozen Bakery – Calgary Plant

December 8, 2011

Subject: Alberta Health Care

If Alberta Health Care premiums are re-instated then the Company will cover the costs of those premiums.

Robyn Thompson
Director, Human Resources

John Taylor
Business Agent

Letter of Understanding # 3



Canada Bread Frozen Bakery – Calgary Plant

December 8, 2011

Subject: Dual Tickets

When the Company determines that a Dual Ticket journeyman is required then we will place a letter on the employees file and provide a copy to the Union.

Robyn Thompson
Director, Human Resources

John Taylor
Business Agent

Letter of Understanding # 4



Canada Bread Frozen Bakery – Calgary Plant

December 8, 2011

Subject: Associate I Employee Scheduling

The Company and the Union agree to the following:

1. All current Associate 1 positions will now be considered "job postings".
2. Current Associate 1 employees will be recognized as the owner of the posting for their current position.
3. We will then delete current Article 14.05 (c)(1)

Note: In the event of a reduction in the work requirement in the week, the Company will following the arrangements outlined in 8.02(b)(vi).

Robyn Thompson
Director, Human Resources

John Taylor
Business Agent