

COLLECTIVE AGREEMENT

BETWEEN:

CITY BREAD COMPANY LIMITED,
238 Dufferin Avenue, of the City
of Winnipeg, Manitoba
(hereinafter called the "Company")

- and -

**BAKERY, CONFECTIONERY, TOBACCO
WORKERS AND GRAIN MILLERS INTERNATIONAL UNION,
LOCAL #389,**
Winnipeg, Manitoba
(hereinafter called the "Union")

EFFECTIVE: May 1, 2025

EXPIRY: April 30th, 2029

ARTICLES OF AGREEMENT - INDEX

ARTICLE 1 - PURPOSE.....	
ARTICLE 2 - SCOPE.....	
ARTICLE 3 - MANAGEMENT RIGHTS.....	
ARTICLE 4 - RELATIONSHIP.....	
ARTICLE 5 - GRIEVANCE AND ARBITRATION.....	
ARTICLE 6 - DISCIPLINE AND DISCHARGE.....	
ARTICLE 7 - DISMISSAL AND LAY-OFF NOTICE.....	
ARTICLE 8 - SENIORITY.....	
ARTICLE 9 - MISCELLANEOUS.....	
ARTICLE 10 - STRIKE AND LOCKOUTS.....	
ARTICLE 11 - MECHANIZATION CLAUSE.....	
ARTICLE 12 - NON-UNION PRODUCTS.....	
ARTICLE 13 - WAGE RATES.....	
ARTICLE 14 - NIGHT WORK PREMIUM.....	
ARTICLE 15 - HOURS OF LABOUR.....	
ARTICLE 16 - VACATIONS WITH PAY.....	
ARTICLE 17 - PUBLIC HOLIDAYS.....	
ARTICLE 18 - WELFARE.....	
ARTICLE 19 - TERMINATION.....	
APPENDIX 1.....	

ARTICLES OF AGREEMENT

BETWEEN:

CITY BREAD COMPANY LIMITED,
238 Dufferin Avenue, of the City of
Winnipeg, Manitoba
(hereinafter called the "Company")

-and-

**BAKERY, CONFECTIONERY, TOBACCO
WORKERS AND GRAIN MILLERS INTERNATIONAL UNION,
LOCAL #389,**
Winnipeg, Manitoba
(hereinafter called the "Union")

WHEREAS:

The Union has established that all of the employees of the Company in the unit, hereinafter specified, are members of the Union and that it is therefore entitled to represent all employees in the said Union, as the collective bargaining agent.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to promote co-operation and harmony between the Company and its employees, represented by the Union; to provide a method of adjusting grievances; and to define the mutual rights and obligations of the parties.
- 1.02 The Union acknowledges that in order to provide maximum opportunities for continued employment and good working conditions, the Company has to operate in the most efficient manner possible.
- 1.03 The Union and the Company agree that they will co-operate to assure a full days work on the part of employees, and to actively combat practices which restrict production. The parties agree to co-operate in efforts to eliminate waste in production, conserve materials and supplies, improve the quality of workmanship, prevent accidents, and strengthen goodwill among the Company, employee and the customer.

- 1.04 The mutual interest of the Union, employees covered by the Collective Agreement and the Company is hereby recognized and the parties to this Agreement are pledged to assist in the operation of the Company.

ARTICLE 2 - SCOPE

- 2.01 (a) This Agreement applies to all employees of the Company employed at the classification listed in the Agreement, Article 14, and any new classifications that may be created, save and except, sales clerks, office staff, Cleaners, Maintenance and non-working supervisors or managers.

(b) If, during the term of this Agreement, the Company finds it necessary to create a new job or classification, not at present classification herein, the wage rates therefore shall be negotiated by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency.
- (b) hire, discharge, transfer, classify, promote, demote, lay-off, recall and discipline employees, provided that a claim of discriminatory promotion, demotion, lay-off or transfer, or a claim that a non-probationary employee has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- (c) manage, control, continue in whole or in part the industrial enterprise; to schedule work and shifts and to assign work; to determine the job content and classification and to determine the number of employees in the classification; and to set in good faith the volume levels and quality of work to be performed.

- 3.02 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, power or authority in management not otherwise specifically covered in this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01 All employees presently employed and all employees hereinafter employed in the said Unit shall, as a condition of employment tender periodic union dues and initiation fees uniformly required as a condition of working in the bargaining unit.

4.02 The Company agrees that all new employees shall, on the first day of employment, be provided with an application card for membership in the Canadian Bakery and Confectionery Union and Industry Pension Fund, and a post-dated application for membership in the Union, effective thirty (30) calendar days later, which shall provide for Company deduction of Union initiation fees, dues

and assessments. For the convenience of the Company, application forms shall be supplied by the secretary of the Union. New employees shall be informed of the provisions of this Article when hired.

4.03 The Company agrees, if and to the extent authorized by each or all employees, to deduct from the first pay cheque due to each employee in each calendar month, the stated union dues, initiation fees, fines and assessment, and to remit same prior to the 10th day of each month, to the Financial-Secretary of the Union. The Company will at the same time, list the names of the employees for whom such payments are made.

4.04 The Company agrees to notify the Union, at least once per month of the names of all new employees and of those having left the service of the Company.

4.05 The term and conditions of this Agreement shall apply to all employees in the unit, and it is hereby agreed that there will be no alteration of wages paid, change in working conditions, or increase in hours of labour made to any employee before being submitted to the Union.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

5.01 Step #1:

If an employee has a grievance concerning any matter within the terms of this Agreement, the employee and/or a steward will take the matter up orally with the employee's immediate foreman. The foreman will reply within one (1) working day.

Step #2:

(a) If the reply of the foreman is not satisfactory to the Grievor, the grievance will be stated in writing and dated, and will be submitted to the President of the Company or designate within five (5) working days after the date of the reply at Step #1.

(b) The President of the Company or designate and such other person as may be called in by the Company, will meet with the Union Committee to discuss the grievance. At this meeting, an officer of the Union may be present. The President of the Company or designate will give a written reply to the grievance within three (3) working days after the meeting with the Union Committee.

(c) Any of the time allowances provided above may be extended by mutual agreement.

(d) The Company may refuse to consider any grievance, the alleged circumstances of which arose more than fourteen (14) calendar days before it was presented at Step #1 and such matter is deemed to be non arbitrable.

5.02 A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made after exhausting the grievance procedure established by this Agreement. It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Company and the Union having expressed confidence in the ability of the undermentioned persons agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

Blair Graham
Diane Jones
Arne Peltz

If the arbitrator whose turn is indicated cannot act within a reasonable time, (s)he shall advise the parties within fifteen (15) days of his/her appointment, the succeeding names will be approached in order until an arbitrator is reached who can sit within a reasonable time. Should all listed persons be unwilling or unable to serve when so approached, an unlisted person will be appointed by the Minister of Labour for Manitoba. Persons selected under this Article, or persons who when requested to serve are unwilling or unable to do so, shall be rotated to the bottom of the list. The arbitrator chosen shall certify the corrected order of the list of arbitrators as part of his/her decision for each arbitration. It is anticipated that the arbitrator will submit the award within thirty (30) days from the date of hearing.

If any of the above-named arbitrators should cease to be able to serve on this list, the parties agree to meet as soon as practical to agree to another arbitrator whose name shall be substituted on the list.

5.03 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

5.04 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provision of Article 5 of this Agreement.

5.05 The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it, and his/her expenses shall be borne one-half by the Company and one-half by the Union.

5.06 The time limits fixed in the arbitration procedure may only be extended by written agreement by the parties.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

6.01 Subject to Article 8.02 of this Agreement, the Company shall not dismiss any employee bound by this Agreement, except for just cause.

6.02 Where the Company takes disciplinary action against any employee, other than a verbal reprimand, the employee and the Union shall be advised in writing of the disciplinary action.

6.03 The Company shall have the right to discharge, without notice, an employee upon any of the following grounds and such discharge shall be deemed to be for just cause:

- (a) theft;
- (b) insubordination, fighting on Company premises or while on duty, deliberate tampering, sabotage or destruction of Company or co-employee or customer property, knowingly or deliberately contaminate foodstuffs.
- (c) consuming alcohol or drugs or being under the influence of alcohol or drugs while on duty or smoking in the Plant; and
- (d) intentional falsification of Company records or documents.

An employee who is discharged upon any of the foregoing grounds shall have the right to grieve for the purpose of determining whether or not the breach occurred. It is further understood that the provisions of this section are not restrictive of the companies right to discharge an employee for other reasons which constitute just cause.

ARTICLE 7 - DISMISSAL AND LAY-OFF NOTICE

7.01 Except in the case of just cause, all employees employed by the Company for more than thirty (30) working days but less than one (1) year, shall be entitled to one (1) week's notice of termination of employment, or pay in lieu thereof. After one (1) year of service, such employees shall receive notice or pay in lieu thereof in the amount specified in The Employment Standards Code. The employee shall

give the Company one (1) week's notice before severing employment with the Company in the first year, and two (2) weeks' notice thereafter.

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall be defined as the total accumulated time since the date the employee last entered the service of the Company, including service with the Company prior to certification, subject to the following conditions:
- 8.02 Seniority and employment within the bargaining unit shall terminate if an employee:
- (a) resigns.
 - (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure.
 - (c) fails to report for duty as arranged after an authorized absence without reasonable explanation to the Company.
 - (d) is laid off for more than six (6) months; (e) is promoted or transferred out of the bargaining unit; and
 - (f) is ill or disabled to the extent that (s)he cannot reasonably expect to return to his job within eighteen (18) months, where the illness or disability cannot be reasonably accommodated without undue hardship to the Company or the Union.
- 8.03 (a) Employees shall be considered on probation and shall not be entitled to seniority rights until they have completed forty-five (45) working days service with the Company. During the probationary period, he shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Company and neither such employee nor the Union shall have recourse of grievance or arbitration procedures.
- (b) As of the first week of May and the first week of October of each year, the Company shall prepare and maintain a seniority list; such list shall be made available for the employees to examine on request. A copy of all seniority lists will be mailed to the Union office. The classification of employees as of the date of preparation of seniority lists will be shown on the said seniority lists.
- 8.04 Where the ability of employees to perform the work required is equal, in matters of promotion, transfer, demotion, upgrading, lay-off, recall and scheduling of available hours, seniority will normally be the governing factor.

ARTICLE 9 - MISCELLANEOUS

- 9.01 (a) The Company agrees to observe all safeguards necessary for the health and comfort of the employees, and the employees agree to endeavour at all times to promote cleanliness and safety.
- (b) Upon mutual request of the Parties to this Agreement or by request of the Company, any or all employees may be subject to a physical examination by the competent physician at the Company's expense.
- (c) The Union shall have the right to post notices of Union activity on the Company's premises.
- (d) Except in the case of just cause, all employees employed by the Company for more than thirty (30) working days but less than one (1) year, shall be entitled to one (1) week's notice of termination of employment, or pay in lieu thereof. After one year of service, such employees shall receive notice or pay in lieu thereof in the amount specified in The Employment Standards Code. The employee shall give Company one (1) week's notice before severing employment with the Company the first year, and two (2) week's notice thereafter.
- (e) A rest period of ten (10) minutes shall be allowed each employee without deduction of pay, during each period of work lasting three (3) hours or more.
- (f) Employees who are required by the Company to wear uniforms shall have such uniforms supplied by the Company, at its expense, and laundered by the Company.
- (g) Union delegates and officers may be granted leave of absence to attend Union business provided that the Company is given at least four (4) weeks' notice of the request for leave of absence and provided that the leave shall not seriously interfere with the business of the Company, and provided that not more than two (2) employees out of the entire bargaining unit shall be on leave of absence at any one time for the purpose of attending Union business. Employees on vacation shall be considered a proper reason for refusing Union leave. Leave of absence for the purpose of attending Union business, when granted, shall be without pay and without loss of seniority.
- (h) The Company may at its discretion grant leave of absence without pay to any employee for legitimate personal reasons and any person who is absent with such written permission shall not be considered to be laid off and his seniority shall continue to accumulate during his/her absence.

employee may only grieve a denial of a request for leave of absence on the basis that the denial was discriminatory.

ARTICLE 10 - STRIKES AND LOCKOUTS

10.01 The Union and its members, individually and collectively agree that during the term of this Collective Agreement, or while negotiations are underway for the renewal or extension of this Collective Agreement, that they will not cause, support, encourage, condone or engage in a strike, slow-down, work stoppage, picketing, sit-down, or any other suspension or stoppage of or interference with work or production, total or partial which shall in any way affect the operations of the Company,

10.02 The Union and its members agree not to engage in any sympathetic strikes.

10.03 The Company agrees with the Union that during the term of this Collective Agreement it will not lock out any employee covered by this Agreement. A shutdown occasioned by any cause beyond the control of the Company, or by any changes in method of operation on the introduction of any new technology shall not constitute a lockout.

ARTICLE 11 - MECHANIZATION CLAUSE

1 1.01 The Company shall have the right to modify production or introduce mechanization changes or equipment after reasonable prior notice to the Union of the intention to do so. The Company shall inform the Union of the modifications and / or mechanization changes as soon as possible and the expected effect it will have on the employees.

1 1.02 Both parties undertake to use their best efforts to prevent, limit or minimize any hardships resulting from such changes upon any employee to avoid any reduction in earnings or increase in workload.

I I .03 In light of these provisions, the parties hereby agree that sections 83, 84 and 85 of The Labour Relations Act do not apply to them during the term of this Agreement.

ARTICLE 12 - NON-UNION PRODUCTS

12.01 No employee shall be called upon or discriminated against for refusing to handle bakery products produced in a non-union bakery.

ARTICLE 13 - WAGE RATES

Position	Current Hourly Pay	2025 2%	2026 2%	2027 2%	2028 3%
Foreman A	\$28.00	\$28.56	\$29.13	\$29.71	\$30.61
Mixers A	\$26.35	\$26.88	\$27.41	\$27.96	\$28.80
Divider/Slicer A	\$24.68	\$25.17	\$25.68	\$26.19	\$26.98
Shipper/Bun O A	\$23.26	\$23.73	\$24.20	\$24.68	\$25.42
Proofer A	\$21.83	\$22.27	\$22.71	\$23.17	\$23.86
Loader A	\$19.06	\$19.44	\$19.83	\$20.23	\$20.83
Helpers	\$17.00	\$17.34	\$17.69	\$18.04	\$18.58
Day Packers	\$17.00	\$17.34	\$17.69	\$18.04	\$18.58
Lead Packers	\$17.50	\$17.85	\$18.21	\$18.57	\$19.13
Foreman B					
Start	\$20.80	\$21.22	\$21.64	\$22.07	\$22.74
After 2000 hours	\$21.20	\$21.62	\$22.06	\$22.50	\$22.95
After 4000 hours	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38
Mixer B					
Start	\$19.56	\$19.95	\$20.35	\$20.76	\$21.38
After 2000 hours	\$19.96	\$20.36	\$20.77	\$21.18	\$21.61
After 4000 hours	\$20.36	\$20.77	\$21.28	\$21.61	\$22.04
Divider/Slicer B					
Start	\$18.33	\$18.70	\$19.07	\$19.45	\$20.04
After 2000	\$18.73	\$19.10	\$19.49	\$19.88	\$20.27

hours					
After 4000 hours	\$19.13	\$19.51	\$19.90	\$20.30	\$20.71
Shipper/Bun O B	\$19.75	\$20.15	\$20.55	\$20.96	\$21.59
Proofer B	\$19.50	\$19.89	\$20.29	\$20.69	\$21.31
Loader B	\$18.50	\$18.87	\$19.25	\$19.63	\$20.22

13.01 The Company covenants and agrees to pay all employees hired prior to April 29, 2007 and covered by this Agreement not less than the; following schedule of wages, during such time as this Agreement is in force.

Description of Classes "A" through "I"

- "A" Assistant Working Foreman
- "B" Mixers only
- "C" Main equipment operators: Bread Roll Divider, Fully automated bread slicer
- "D" Shippers, front ovens operator
- "E" Lesser equipment operators: e.g. Bagel Divider; proofer work
- "E.1" Operating automatic TOL loader
- "F" Manual helpers: boardman, bagel boiling, molder, slicer feeders, stacker/packers, board and pan

- "H" Day-shift packers
- "I" Lead day-shift packers

An employee who normally works within one classification will nevertheless receive the rate of pay for the particular work being performed at any given time.

All employees will perform the work they are assigned. Upon request of the Employer, the employee or the Union Representatives will review their blended wage rates. No employee shall be reduced unless the employee voluntarily refuses an opportunity to earn a higher rate.

All employees upgrading from a Lower Class to a Higher Class shall be governed by the following probation Periods:

Upgrading one (1) step shall have a six (6) month probation period.

Upgrading two (2) or more steps shall have a twelve (12) month probation period.

Any employee laid off will be recalled from lay-off at the rate of pay he was earning at the time he was laid off and will continue at that rate until next time of the reviews.

Any opportunities for promotion in the bargaining unit shall be posted on the bulletin board, and bargaining unit employees may submit their application to their supervisor. Eligible employees will apply in writing within forty-eight (48) hours of posting of such notices. Other bargaining unit employees may submit an application on behalf of an absent employee. Not more than one (1) posting per shift will be made as the result of the job vacancy or new job. .

ARTICLE 14 - NIGHT WORK PREMIUM

- 14.01 All employees required to work the majority of their scheduled hours between 9:00 p.m. and 6:00 a.m. shall be defined as "NIGHT SHIFT WORKERS". All "Night Workers" shall be paid nine dollars (\$9.00) per week in addition to their regular rate, as a night work premium. Part-time employees who are "Night Workers" shall receive a pro-rata premium.

ARTICLE 15 - HOURS OF LABOUR

- 15.01 The normal hours of work shall be eighty (80) hours in a two-week pay period, with a daily maximum of ten (10) hours per day.

Hours worked in excess of eighty (80) (or the limits during the phase-in period above) or ten (10) respectively shall be paid at time and one-half (1.5) the employee's normal rate of pay. There shall be a maximum of one (1) premium applicable to anyone (1) hour of work.

When the employee is on vacation for one (1) week in a two (2) week pay period, overtime (1.5) will be paid for hours worked in excess of forty (40) in the other week, and vacation pay will be based on the forty (40) hour week.

This clause shall not be construed as a guarantee of hours of work.

- 15.02 Preference in number of available hours in a two (2) week pay period within a classification is by seniority where ability and employee availability are equal. Full-time employees will have preference over part-time employees in the same classification.

- 15.03 Employees on the ten (10) hour shift shall receive breaks of fifteen (15) minutes in duration, rather than ten (10) minutes. They shall also receive two (2) consecutive days off among their three (3) days off per week.
- 15.04 Employees will be given meal breaks as close to the middle of their shift as is practicable, having regard to the operational needs of the business.

ARTICLE 16 - VACATIONS WITH PAY

- 16.01 (a) After twelve (12) months' service with the Company, continuous or collective, all employees shall receive two (2) weeks' vacation with pay, and employees with less than twelve (12) months' service with the Company, shall be granted vacations with pay on the basis of four percent (4%) of his earnings.
- (b) The cut off date for accumulating service for vacations shall be September 1st of each year.
- (c) All employees with five (5) years service or more shall be granted three (3) weeks vacation with pay annually.
- (d) All employees with ten (10) years of service in the 1980 vacation year shall be granted four (4) weeks vacation with pay annually.
- (e) All employees with eighteen (18) years of service shall be granted five (5) weeks vacation with pay annually.
- (f) All employees with twenty-four (24) years of service shall be granted six (6) weeks vacation with pay annually.
- (g) A maximum of one (1) employee in each classification on each shift may be absent from work on vacation at any one time. No employee may take more than two (2) weeks vacation during the period from May 1 to September 30.
- (h) If a holiday occurs during the period of an employee's annual vacation, such employee shall be entitled to one(1) day extra in lieu thereof.

- (i) Any employee who may be absent from work due to illness or compensable injury will be allowed up to three (3) months without his vacation pay being reduced. Should the absence exceed three (3) months than vacation pay will be pro-rated in accordance with time lost in excess of three (3) months. Should the absence extend to a full twelve (12) months then the employee shall not be entitled to any vacation pay for that period.

- (j) Only one (1) employee will be allowed to go on vacation at the same time, within the same department. If the Production Manager believes that operational needs permit it, a second employee in the department may be allowed to take vacation.

- (k) Vacation pay will be based on the employee's standard work week as defined in Article 15.01 above

ARTICLE 17 - PUBLIC HOLIDAYS

17.01 Public Holidays shall be defined as any day publicly proclaimed and generally observed in the industry, and shall include:

New Years Day	Dominion Day	Boxing Day	Thanksgiving Day
Labour Day	Victoria Day	Good Friday	Remembrance Day
Christmas Day	Civic Holiday	Louis Riel Day	Truth and Reconciliation

or any day substituted in lieu thereof.

ARTICLE 18 - WELFARE

18.01 This Article applies only to full-time employees.

18.02 Attendance incentive shall be as follows:

If the employee achieves perfect attendance between December 16 of one year to December 15 of the next year, the employee shall receive a bonus of \$150.

If the employee misses up to one (1) day in that time frame, but no more, the employee shall receive a bonus of \$100.

If the employee misses more than one (1) day, but no more than two (2) days in that time frame, the employee shall receive a bonus of \$50.

Time off for union business under Article 9.01(g) shall not be treated as time missed for the purposes of this Article.

18.03

- (a) WHEREAS, the Employer and the Union have entered into collective bargaining agreements under the terms of which the Employer has agreed to make specific payments in the amount of \$5 per week on behalf of each member of the Union. This will Match employees up who are enrolled in the benefits plan. Contributions to include paid vacations. Benefit enrollment begins at 6 months after hiring date.
- (b) Contributions by the Employer to commence after the new employee has been employed for 6 months. Should a member of the Union transfer from one bakery to another, his contributions will be continued by his new employer and the employee's benefits will continue as though no change has been made.
- (c) An employee who has completed his/her probationary period will be entitled to not more than three (3) days leave of absence with pay in the event of the death of the employee's father, Mother, Sister, Brother, Spouse, Child, or Grandparents, to attend the mourning and the funeral and or Celebration of Life. Additional leave without pay will be granted up to a maximum of four (4) consecutive days if such leave is justified.
- (d) Dental plan — Company to pay single coverage employee to pay family supplement if required. Annual maximum is \$ 1000.00 coverage per employee from the Company..

ARTICLE 19 - TERMINATION

19.01 This Agreement shall take effect and be binding on these Parties from the 1st day of May, 2025 until the 30th day of April, 2029, and shall continue from year to year thereafter, until a new Agreement shall be consummated, provided however that either Party may terminate this Agreement by giving the other Party ninety (90) days notice in writing, to that effect immediately prior to the thirtieth (30th) day of April, 2029, or in any year thereafter.

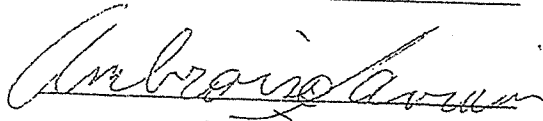
IN WITNESS WHEREOF, the Parties hereto have this day executed this Agreement and all employees agree to carry out the rules and regulations laid down by the Company from time to time, to be loyal to the Company, to promote its interests, and to support any effort the company may make to develop and extend its business.

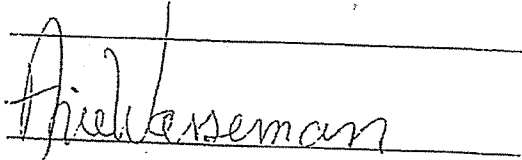
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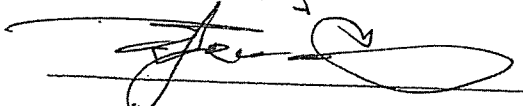
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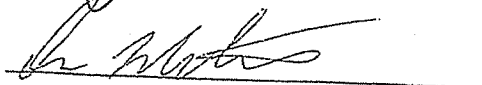
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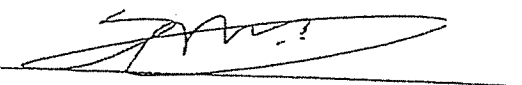
FOR THE COMPANY:

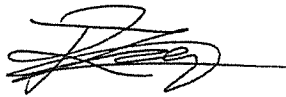












APPENDIX 1 - PENSIONS

February 1, 2009, the Company will match the employee contribution to a maximum of 5% into pension. Pension enrollment 1 year after hiring date.

July 15, 2011, the Company will contribute 6% into pension.

May 1, 2013, the Company will contribute 7% into pension.

July 15, 2015, the Company will contribute 8% into pension.

Upon request, the employee will be able to match the 6%, 7% or 8% respectively contributed by the Company.

Text of this Appendix to be determined.