



## **RECOMMENDED SETTLEMENT**

(arrived at February 21, 2020 )

### **BIMBO CANADA (Formerly Canada Bread)**

The parties have agreed to the following changes to the Collective Agreement which affect your rights, benefits and privileges. Your Negotiating Committee is presenting you this settlement as your amended potential collective agreement.

**Mike Bisesi  
Yusuf Janneh  
Don Martinez  
Blake Crothers  
Jeff Traeger**

## HOUSEKEEPING UPDATES TO THE COLLECTIVE AGREEMENT

- Throughout agreement replace “Canada Bread Company Limited” with “Bimbo Canada”
- Throughout agreement replace references to “Plant Superintendent” with “Senior Plant Supervisor”
- References to “Lucerne” in Section 37.01 (8) replaced with “Bimbo Canada”
- Throughout agreement ensure language is gender neutral

3.06 The Company agrees to notify the Union ~~in writing~~ **by email** of the full names and addresses, **phone number, full-time or part-time status, social insurance number, and rate of pay** of all employees covered by this Agreement who are hired or are terminated from employment during the previous month **in Excel format**.

### 4.08 Employees' Lunch Period

A lunch period of thirty (30) minutes without pay shall be allowed to each employee working a shift of seven and a half (7.5) or more hours at approximately midway in the shift. **If an employee is interrupted during their lunch period they will be allowed to return to the lunchroom to finish their remaining time.**

### 4.10 Minimum Call-in

No employee shall be called in to work for less than four (4) hours in any one day. Provided that the employee reports to work, he shall receive four (4) hours' pay at his regular rate as a minimum for that day.

When the maintenance personnel are called in, in the event of an emergency, they shall be paid a minimum of ~~two (2)~~ **three (3)** hours' pay at one and one-half (1½) times their regular rate of pay. A maintenance person who is called in will be allowed to leave as soon as the job for which he was called in is completed **as long as the equipment and/or line is running properly. Should there be another emergency, where there is a breakdown causing the line to slow or stop, during the maintenance person's call in, they will stay to fix the new problem.**

5.03 Overtime shall be assigned by seniority to employees on the shift in the department to the extent that the more senior employee's shift terminates coincidental to the commencement of the required overtime assignment. In instances where this does not occur, the overtime assignment will be offered to the employee in the position that requires overtime work. If he refuses, it will be offered to the next employee in order of seniority from employees on the same shift and in the same classification in the department. If no one accepts the overtime the junior qualified employees **including those in relief positions** must work the overtime as directed by the Company, subject to the limitation in subsection 5.04. For the purposes of this section, "department" shall mean: Production, Bagging, Plant Outbound/Shipping, Sanitation and Maintenance.

5.04 The Company agrees that it will not require or schedule any employee to work more than four (4) hours of overtime in excess of the normal work shift and more than twenty-four (24) hours overtime in a calendar month. **The Company will endeavor to limit overtime on a ten (10) hour shift to two (2) hours in excess of a normal work shift, however, there may be occasions where the Company is unable to do so. In this event the Plant Supervisor will meet with the Shop Steward to discuss the situation and options on reducing the overtime or having other employee(s) work it. No employee working a ten (10) hour shift will be forced to work past three (3) hours unless mutually agreed upon.** Overtime beyond these daily and monthly limitations shall be by mutual agreement between the employees and the Company.

6.03 Any employee on leave of absence (except employees disentitled for general holiday pay as set out in the following paragraph) granted by the Company, at the request of the employee, shall not qualify for a general holiday with pay if he is absent ~~on both his last scheduled work day prior to,~~ and his first scheduled work day following the general holiday.

6.05 (b) Banking of General Holidays

An employee requesting to bank a general holiday in accordance with 6.05(a) must do so in writing.

A full time employee wishing to bank a general holiday who is scheduled on a 4 day, ten (10) hour schedule during the week in which a general holiday falls shall bank nine point five (9.5) hours of general holiday pay at regular time. A full time employee wishing to bank a general holiday who is scheduled on a 5 day, 8 hour schedule during the week in which a general holiday falls shall bank seven point five (7.5) hours of general holiday pay at regular time.

Subject to operational requirements of the business, the Company will consider requests to use single day banked general holidays on the following terms and conditions;

- i) The employee already has at least one general holiday in the bank
- ii) Requests will be considered on a seniority basis
- iii) No more than ~~three (3)~~ **four (4)** such banked general holidays can be granted per employee in any calendar year

~~The Company will consider requests to use a full week of banked general holidays during the period commencing the first Saturday after the Labour day holiday and ending December 15<sup>th</sup>. Such requests will be considered on a seniority basis subject to operational requirements of the business.~~

**Should the employee not request to bank the general holiday three weeks in advance or should they already have four (4) general holidays in the bank, the Company will payout the general holiday after the week it occurs.** If there are any banked general holidays remaining at the end of the calendar year, the employee will be paid out for such days by the end of January of the following year.

**8.02** ~~Previous Experience to be Credited - The length of previous experience in the Bakery Industry shall be credited to new employees for the purpose of determining their proper wage scale, provided no more than twelve (12) months out of the Industry have elapsed. Credit for previous experience is applicable to the classification of Baker's Helper only.~~

**8.03** **Night Shift Rate**

~~All employees whose regular shift falls between the hours of 9:00 p.m. and 6:00 a.m. shall be considered night workers and they shall receive twenty five (25¢) cents per hour in addition to their regular rate for all hours worked on the shift by them.~~

**8.03** **Night Shift Rate**

**Effective April 5, 2020, all work performed between the hours of 9:00 PM and 6:00 AM shall receive an additional night shift premium of fifty (\$0.50) cents per hour in addition to their regular rate.**

8.04 Sunday Premium

~~Employees who are required to work between 12:01 a.m. and 11:59 p.m. on Sunday shall receive fifty (50¢) cents per hour in addition to their regular hourly rate for all regular hours worked on Sunday.~~

9.02 ~~Any employee classified as "Utility" shall not receive pay for a higher rated classification, unless he is required to fill consecutively such position for a period of more than one (1) full assigned daily shift.~~

9.03 Higher Rate – Filling Vacancies

Effective August 1, 2010, a Class 2 Employee hired after March 5, 2000 required to temporarily fill (as defined in 9.01 and 9.02) a Class 1 position calling for a higher rate of pay than his/her own, shall **receive the rate of the Class 1 or a premium of one dollar and fifty cents (\$1.50) two dollars (\$2.00)** per hour worked or the rate for the position, whichever is less.

10.06 When a general holiday occurs during the period of a full-time employee's vacation, said employee will be **paid the general holiday and the remainder of the time off will paid vacation days. For clarity, should an associate be taking a full week off, 1 day shall be paid as a general holiday and 4 days as vacation.** ~~entitled to one of the following:~~

- ~~a) bank the general holiday at regular time, to be used in accordance with the provisions of Section 6.05(b); or~~
- ~~b) an additional day of pay at regular time representing such general holiday~~

10.11 **When a part-time employee becomes a full-time employee, all hours worked and/or paid to the part-time employee while they were a part-time employee shall be credited to the now full-time employee for the purpose of establishing their full-time vacation entitlement. In order to calculate the equivalent full-time years of service, all part-time hours worked and/or paid will be divided by 1950 (annualized hours based on 37.5 hours per week).**

***For Example: An employee who worked for the Company for eight years as a part-time employee before posting into a full-time position has 15,000 hours worked. That employee will receive credit of (15,000/1950= 7.69 years). They will then be put into Tier 2 of the Full-Time vacation entitlement in article 10.02 as they have been promoted after March 23, 2006. In this example, the employee would be entitled to three (3) weeks vacation with pay and be entitled to four (4) weeks of vacation with pay after ten (10) years of service.***

## **SECTION 15 – LEAVES OF ABSENCE**

### **Article 15.04 –**

~~The Company, at its discretion, may grant a leave of absence, without pay, for legitimate personal reasons; same, if granted, to be given to the employee in writing. Further, the requesting and granting of leaves of absence shall be in writing if for more than one (1) day.~~

**At the discretion of the business, a personal leave of absence to a maximum of four (4) weeks may be granted by the Company once every two years, on the advance written request of an associate, provided the reasons stated in the application are sufficient. If a personal leave of absence is granted, the associate shall be advised in writing with a copy to the Union**

**When planning activities for which a personal leave of absence is anticipated, an employee is expected to make maximum use of vacation to which they are entitled. For clarity, a personal leave of absence will not be granted unless ALL of the employee's annual vacation has been used. Accordingly, requests for personal leave of absence should be planned as far in advance as possible.**

**The granting or withholding of personal leave of absence shall be at the discretion of the Company based on the requirements of the business. At no time shall the personal leave of absence be granted in summer "prime" season as established in article 10.07 (iii).**

**Compassionate Care Leave**

An employee who has been employed for at least ~~30~~**90** days is entitled to compassionate care leave of ~~up to eight weeks~~ **according to the Employment Standards Code** to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within 26 weeks”, and that the family member requires care or support from one or more family members. (As defined by The Employment Standards Code).

**Job Protected Leaves**

**It is understood that the Company will comply with all additional job protected leaves under the Manitoba Employment Standards Code CCSM. c. E110.**

**Parental/Adoption Leave****(1) Entitlements**

Every employee who has been in the employ of the Company for 7 months and

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or,
  - (iii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period **according to the Employment Standards Code** of ~~up to thirty-seven (37) weeks.~~

#### **Article 19.01**

a) Full-time seniority shall mean length of continuous service with the Company commencing from his/her most recent date of employment. **Full-time employees hired after January 31, 2020 shall have their seniority established by time of first “clock-in” on first shift in the Company’s time keeping system. For clarity, any time spent in orientation before working on the floor shall not be used for seniority purposes.**

Part-time employees proceeding to full-time will be slotted into the full-time seniority list according to latest date of hire, with their vacations being as calculated elsewhere in this section.

b) Part-time seniority shall mean length of continuous employment commencing from his most recent date of hire, excluding any service as a **seasonal employee student**. **Part-time employees hired after January 31, 2020 shall have their seniority established by time of first “clock-in” on first shift in the Company’s time keeping system. For clarity, any time spent in orientation before working on the floor shall not be used for seniority purposes.**

c) ~~Student~~ **Seasonal** seniority shall mean length of continuous service with the Company **for the duration the employee is hired with the Company**. **Seasonal employees will be hired specifically for the “prime” season when volume increases. Seasonal employees may be hired in advance of the volume increasing in the facility to accommodate training needs. Seasonal employees will specifically have a termination date of employment written in their employment offer, however at the Company’s sole discretion seasonal employees may be rehired as a part-time employees after their seasonal employment with the Company has ended. Should the Company change the termination date from the original employment offer, employees shall be provided reasonable notice specified by the Manitoba Employment Standards Code CCSM. c. E110. Seasonal employees** ~~Students~~ proceeding to part-time will be placed on the bottom of the part-time seniority list. **Seasonal employees hired after January 31, 2020 shall have their seniority established by time of first “clock-in” on first shift in the Company’s time keeping system. For clarity, any time spent in orientation before working on the floor shall not be used for seniority purposes.**



- d) In all seniority related matters full-time employees are considered senior to part-time employees and **seasonal employees** ~~students~~, and, part-time employees are considered senior to **seasonal employees** ~~students~~.
- e) Seniority will accrue only within the bargaining unit.
- f) The parties agree that, pursuant to Section 19 - Seniority, Maintenance Department employees will only exercise seniority among other Maintenance Department employees, and Production Department employees only among other Production Department employees.

#### 19.02

- c) **Is classified as a Full-time or Part-time employee and has been laid off continuously for a period of time equal to his seniority (minimum 6 months; maximum 12 months) or is recalled back to work after a layoff and does not return to employment within 7 days."**

19.04 When a vacancy occurs consistent with Section 20, the classification and shift shall be posted and filled on a bargaining unit wide basis consistent with Section 20 of the Collective Agreement.

In the event of situations of major change in the operation of the business (i.e. days of work, addition of temporary shifts **or deletion of permanent shifts**) the Plant Manager, Plant Superintendent, Chief Shop Steward and the Union Representative or his or her designate, agree to meet and discuss the impact on employees of changes in shifts, hours of work, and if required, determine a process to facilitate the change as efficiently and effectively as possible. Seniority shall be the governing factor first within classification, then where skill and ability of employees to do the duties of the job are relatively equal, consistent with the Company's business requirements and the maintenance of an efficient work force. **The parties also agree that this section of article 19.04 does not apply to the addition of the third shift to accommodate for increased volume, should the third shift schedule be the same as has been introduced in previous years.**

The parties agree that Section 19.04 does not apply to part time **or seasonal** employees; however, the Company, when assigning shifts to part time **or seasonal** employees, assign the shifts on the basis of seniority (within the part time **or**

**seasonal** seniority group), provided the part time **or seasonal** employee has the skill, ability and availability to perform the work required.

19.05 When a general reduction in staff or an assignment of part-time employees becomes necessary, seniority shall be the guiding factor so long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available.

Full-time employees reduced to part-time by the Company will be placed at top of the part-time seniority list for all purposes including awarding posted jobs, more hours and reinstatement to full-time.

Full-time employees voluntarily reducing themselves to part-time will retain as their seniority date their most recent date of hire and will be slotted in accordingly on the part-time list.

Any layoff of full-time employees shall be in writing and giving the reasons. **No full-time employee will be laid off until all the part-time employees have been previously laid-off.**

19.06 In the restoration of **full-time or part-time employees** ~~staff~~, those laid off will be afforded an opportunity of re-employment according to seniority prior to hiring new employees for a period equal to the employee's accrued seniority up to a maximum of twelve (12) months after being laid off, and unless they signify their willingness to report for work within seven (7) days after being requested to do so, they will forfeit all claims to re-employment with the Company. Where the Company is unable to contact an employee by telephone, who is eligible for recall following a layoff, the Company may call the next eligible employee. Where the said recall does not involve the first eligible employee at least for more than one (1) working day, the Chief Shop Steward will be notified of the circumstances.

19.07 The Company shall prepare and maintain ~~three (3)~~ **two (2)** seniority lists, once every six (6) months, as follows:

Full-time, Part-time, ~~Students~~

~~19.08 For the purposes of this section a student shall be defined as an employee attending a learning institution and who is fully available after 5:00 p.m. Friday, on Saturday, Sunday and general holidays. Affected employees will be given three (3) months to make alternative arrangements.~~

~~19.09 Employees wishing to change their status from student to part-time must inform the Plant Superintendent in writing. Employees who wish to change their status from part-time to student must request same in writing. Management will have the final decision in granting or denying such a change.~~

## **SECTION 20 JOB POSTING**

20.01 When new full time positions are created or a permanent vacancy occurs, the Company will post a notice of such vacancy where employees may see same, **as soon as possible once made aware of the vacancy, but in any event no earlier than fifteen (15) calendar days before and no later than fifteen (15) calendar days after the vacancy occurs.** A copy of said notice shall be given to the Chief Shop Steward, or in his absence to a Shop Steward, or in the absence of a Shop Steward, a copy of said notice shall be mailed to the Union office.

The Company shall indicate the shift of said position. Production Department employees will be entitled to apply for Production Department vacancies; and Maintenance Department employees will be entitled to apply for Maintenance Department vacancies. If, in the opinion of the Company, it would be beneficial to the employee and/or the organization, a Maintenance Department employee may be given an opportunity to bid on a Production Department job and vice versa.

A notice of vacancy shall remain posted for a minimum of five (5) working days. All applications shall be made in writing and submitted to the **Senior Plant Supervisor** ~~Plant Superintendent~~ or Production Supervisors and a copy handed to the Chief Shop Steward.

The **Senior Plant Supervisor** ~~Plant Manager or Plant Superintendent~~ and the Chief Shop Steward shall, upon request of either party, meet to discuss the status of job postings outstanding and an anticipated time table outlined above

### **20.02 b) Senior Employee "Skill & Ability Challenge"**

**Should a senior employee, with at least 25 years of continuous service, have the physical capacity to do a job that is posted, but does not have the documented skill and ability, once during the life of this agreement shall they get**

the ability to demonstrate that they possess the skill and ability required for the job, through the Senior employee “challenge”. The Senior employee that uses their challenge, shall be awarded the position, and be given the opportunity to train and qualify for the position according to article 20.07. Should the senior employee not be able to qualify for the position, or decide they do not want to do the job during the qualifying period, they will lose their “challenge” and be returned to their former position. Two senior associates may use a “challenge” per posting. The more senior of the two associates will be afforded the opportunity to “challenge” first, and should they not qualify, according to Article 20.07, the second senior associate shall be given the opportunity to “challenge” and qualify, according to Article 20.07. All parties agree that should the senior associate(s) who have used their challenge not qualify for the position, the position shall be awarded to the next senior associate with skill and ability.

20.03 Where there is a possibility of a job being awarded other than by seniority, it is agreed that **the Plant Manager or Senior Plant Supervisor will meet with Chief Shop Steward, or their designate, and discuss the matter and provide the reason why the associate is not qualified.** ~~an appointed committee of three (3) Stewards shall meet with the management and review the application, it being understood that no employee shall serve on the committee while his own case is being dealt with.~~

## **SECTION 21 SAFEGUARDS FOR EMPLOYEES AND HEALTH AND SAFETY COMMITTEE**

21.01 The Company agrees to make every effort to provide the safeguards necessary to the health and comfort of the Company employees and the employees agree to endeavour at all times to promote cleanliness and safety and follow the rules of the Company. **The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the Employees and the Union will co-operate fully to promote safe work practices, health conditions, and the enforcement of safety rules and procedures.**

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

26.02 At the end of each month all the cases which have been referred to arbitration during the month will be listed chronologically according to the date of the grievance and the Arbitrator shall be the Arbitrator thereof allotted in each case in sequence from the following panel of individuals:

- (1) ~~Mr. Bill Hamilton~~
- (1) Mr. Arne Peltz
- (2) Mr. Michael Werier
- (3) **Mr. Colin Robinson**

## **SECTION 29            TECHNOLOGICAL CHANGE**

29.01 Where the Company introduces automatic equipment or any new technology which may cause **part-time or** full-time employees to lose their employment, the Company will meet with and advise the Union no less than ~~three (3) months~~ **sixty (60) days** in advance of the particular situation and its expected implications.

~~29.02 Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee. Any displaced employee transferring to a classification that is higher rated than the one he presently holds, shall be governed by the provisions of Section 20.07. Any displaced employee transferring to a classification that is lower rated than the one he presently holds shall be paid the rate of the classification at which he is employed, and shall be allowed a maximum qualifying period of thirty (30) calendar days.~~

**Where it becomes necessary to reduce full-time positions due to technology change, any full-time employee with one (1) or more years of service who is displaced shall exercise his/her seniority by bumping in the following sequence(s):**

**Affected employees will only be permitted to bump in the following sequence:**

- 1. The employee who is displaced due to technology change shall bump a junior associate on the same shift, plant wide (excluding Maintenance). If the person being bumped is the junior employee with no ability to bump**

another employee on any other shift, then they will be placed on the part-time associate list according to article 19.05 or laid off.

2. The 1<sup>st</sup> employee who has been bumped out of his/her job shall then bump a second junior associate on the same shift, plant wide (excluding Maintenance). If the person being bumped is the junior employee with no ability to bump another employee on any other shift, then they will be placed on the part-time associate list according to article 19.05 or laid off.
3. The 2<sup>nd</sup> employee who has been bumped out of his/her job shall then bump a third junior associate on any shift of choice, plant wide (excluding Maintenance). If the person being bumped is the junior employee with no ability to bump another employee on any other shift, then they will be placed on the part-time associate list according to article 19.05 or laid off.
4. The 3<sup>rd</sup> employee who has been bumped out of his/her job shall then bump a third junior associate on any shift of choice, plant wide (excluding Maintenance). If the person being bumped is the junior employee with no ability to bump another employee on any other shift, then they will be placed on the part-time associate list according to article 19.05 or laid off.
5. The 4<sup>th</sup> employee who has been bumped out of his/her job shall then bump a third junior associate on any shift of choice, plant wide (excluding Maintenance). If the person being bumped is the junior employee with no ability to bump another employee on any other shift, then they will be placed on the part-time associate list according to article 19.05 or laid off.
6. The 5<sup>th</sup> employee who has been bumped out of his/her job shall then displace the most junior full-time employee in the plant (excluding Maintenance).
7. The junior full-time employee in the plant will then be placed on the part-time employee list, according to article 19.05 or laid off.

It is understood the maximum qualifying period is 15 working days, per Article 20.07 and that any choices in bumps made by employees through the above bumping process are final. Should an associate not qualify, they will be placed in the part-time classification, based on their seniority.

Any full-time employee with one (1) or more years of service displaced by the above bumping process shall be trained for the position they have bump into, according to article 20.07. Any displaced employee transferring to a classification that is lower rated than the one he/she presently holds shall be paid the rate of the classification at which they are employed after the fifteen (15) day qualifying period.

29.06 The Company will attempt, to the best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, said employees will be terminated, **using the Employment Standards Code as the basis of notice required or pay in lieu of notice.**

30.04 All employees, whether or not they qualify for sick leave coverage, must notify the supervisor on shift **as soon as possible and employees will endeavour to provide**, at least ~~one (1) hour~~ **(2) two hours** prior to the scheduled starting time on the first day of absence and at least four (4) hours prior to the scheduled starting time on any subsequent days of absence. Said employee shall inform the Company, whenever possible, of the estimated length of illness and must notify the Company when ready to return to work. Upon request, employees may be required to provide a doctor's certificate, setting out the nature of the illness which required time off."

In the event of extended absence of one (1) week or more, the employee must notify the plant at least twenty-four (24) hours in advance of their return to work. In the event notification is not received prior to the schedule for the following week being posted, the employee will be returned to work not necessarily on their regular job or shift. However, the returning employee will receive his/her regular rate of pay.

**30.06 The Company retains the right to request an employee to provide a doctor's note in order to substantiate an absence. However, the Company will ask the employee to provide a doctor's note only when there are suspicious circumstances, including but not limited to: pattern absenteeism (a trend where an employee is calling in sick on the same days of the week and/or around a weekend); when an employee has requested a vacation or banked general holiday and has been denied; when there is excessive absenteeism on a specific shift or day with multiple employees calling in sick; if an employee has an absenteeism rate much higher than the posted plant average.**

## **SECTION 31 JURY DUTY/ SELECTION**

31.01 Effective August 8, 2010, any employee who has been employed for three (3) months and who is required to serve on a jury **or be there for jury selection** will be paid the difference between his regular rate of pay and the fee received from the court for his service as a juror, to a maximum of seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. Such employee shall be required to report for work on any days or half days that he is not required to sit on the jury or remain in the courtroom. The employee is responsible for providing the Company with a

copy of a receipt from the Court, showing amount received for jury duty. Where possible, an employee who is required for jury duty will advise the Company in advance of his requirement. In the case of a part-time employee, the maximum payable will be seven and one-half (7½) hours per day or the amount of hours averaged by the employee in the previous four (4) weeks in which he worked. This average will include hours worked and/or paid.

~~The Company will increase its' complement of Full Time employees by converting the 12 Part Time employees to Full Time status as soon as practical following the date of ratification. These new Full Time employees will be entitled to participate in the annual vacation selection process commencing in October, as per Section 10.07 of the Collective Agreement.~~

### SECTION 39            EXPIRATION AND RENEWAL

39.01                    This Agreement shall be effective from ~~April 5, 2015~~ **January 1, 2020** and shall remain in force until December 31, ~~2019~~ **2023** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or one year renewal date, give notice in writing to the other party of a desire to terminate such Agreement, or to negotiate a revision thereof. All major revisions desired by either party to this Agreement shall be submitted in writing to the other party prior to commencement of negotiations.

A-1.01                The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of ~~thirty one (31¢)~~ **thirty-three (\$0.33)** cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under Subsection 10.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit.

A-1.02                Such contributions shall be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

A-1.03                If required, the Company agrees to pay up to one (1¢) cent per hour per year in addition to the ~~thirty one (31¢)~~ **thirty-three (\$0.33)** cents per hour referenced in A-1.01, to a maximum of thirty three ~~(33¢)~~ **thirty-seven (\$0.37)** cents per hour, only when



the Trustees of the Manitoba Food & Commercial Workers Dental Plan require the one (1¢) cent per hour per year increase to go to the next annual dental fee schedule.

**A-3.03** Effective January 1, 2021 - **All Full-Time Employees who have completed one year of continuous service with the Company be provided with an annual \$150.00 Health Spending Account (H.S.A). – The Company will work with PBAS in order to facilitate the implementation of this benefit. Eligible expenses for reimbursement under the H.S.A are defined by the Canada Revenue Agency.**

**A-8** **Contribution Pension Plan and/or their Bimbo Canada Registered Retirement Savings Plan (RRSP), the Company will support them to get the information they require.**

**Update the Classifications under B-1.01.**

Remove: Sanitation Cleaner, Oven Operator Helper, Head Shipper, and Experience Baker's Helper from list of classifications.

## **APPENDIX "B"**

### **WAGES**

#### **B-1.01 Classification**

Year 1 – Effective April 5, 2020

- Maintenance Jobs - \$0.50/hr
- Class 1 Jobs - \$0.45/hr
- Class 2 Jobs - \$0.35/hr

Year 2 – Effective April 4, 2021

- Maintenance Jobs - \$0.45/hr
- Class 1 Jobs - \$0.45/hr
- Class 2 Jobs - \$0.30/hr

Year 3 – Effective April 3, 2022

- Maintenance Jobs - \$0.40/hr
- Class 1 Jobs - \$0.45/hr
- Class 2 Jobs - \$0.30/hr

Year 4 – Effective April 2, 2023

- Maintenance Jobs - \$0.50/hr
- Class 1 Jobs - \$0.45/hr
- Class 2 Jobs - \$0.45/hr

***These will apply to all Tiers in the collective agreement and a wage grid will be presented in the final collective agreement.***

### **B-3 ——— Lead Hand**

~~B-3.01 ——— The Company may, at its sole discretion, reclassify an existing full time posted position as a Lead Hand position. In this event, the employee who fills the position would be paid a premium of \$1.00 per hour for all hours designated by management to perform the job function of Lead Hand. The position shall be first offered to the incumbent. In the event the incumbent chooses not to accept the position, it shall be filled based on merit, skill and ability as determined by the Company. The Company's judgement of merit, skill and ability shall include, but is not limited to, such considerations as;~~

- ~~1) — training and qualification~~
- ~~2) — organizational and interpersonal skills~~
- ~~3) — productivity~~
- ~~4) — general aptitude and quality of work~~
- ~~5) — reliability~~
- ~~6) — attendance~~
- ~~7) — discipline record~~

~~Management shall not be arbitrary or discriminatory in reaching its decision.~~

### **B3 – Team Lead**

**The scope of the Team Lead classification will be an appointed position by the Company. Team Leads will lead associates in the Production, Shipping, Sanitation and Maintenance departments ensuring safety, performance, training, quality and housekeeping are of high standards.**

**The Team Lead will report directly to the Supervisor, bringing forward issues as required and at no time will the Team Lead be expected to directly discipline an associate. Team Leads will be made aware of situations that could be potential conflicts of interest. To the extent that Team Leads assist with departmental**

scheduling, they will not be permitted to manipulate schedules for their own personal benefit or gain (i.e. better hours, overtime).

The Company will retain the uncontested right to appoint Team Leads as required. The Company's judgement of merit, skill and ability shall include, but is not limited to, such considerations as;

- 1) training and qualification
- 2) organizational and interpersonal skills
- 3) productivity
- 4) general aptitude and quality of work
- 5) reliability
- 6) attendance
- 7) discipline record

Management shall not be arbitrary or discriminatory in reaching its decision. When associates are acting as a Team Lead associates will be paid a premium of \$2.00 per hour for all hours designated by management to perform the job function of Team Lead.

Team Leads will pick their vacation by seniority within the departmental group and/or by production line where they are assigned

#### **B-5 Maintenance – Multiple Certifications**

Effective Sunday, January 3, 2016, employees within the classifications of licensed Millwright or Electrician shall be eligible for a premium for each additional trades' certificate utilized by the Company, to perform daily activities. Such premiums will be as follows:

- a) 1st additional Trades Certificate (total of 2 certificates) will receive ~~\$0.75 one dollar~~ **\$1.00** per hour
- b) 2nd additional Trades Certificate (total of 3 certificates) will receive additional \$1.25 per hour; to be used in conjunction with (a) and not exceed ~~two dollars (\$2.00)~~ **\$2.25** in total.

The Company recognizes additional certificates for an Industrial Electrician, Millwright and / or PLC Technician, **a minimum of 4<sup>th</sup> Class Power Engineering, red seal welder or red seal machinist** as being eligible for the premium mentioned above.

## EXHIBIT ONE

### TO: THE NEW EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **Bimbo Canada ~~Canada Bread Company Limited~~** contain the following statements:

“The Company shall be free to hire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire.”

“The Company agrees to deduct from the wages of each employee such union dues, one (1) initiation fee and assessments as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the union dues automatically from the wages of new employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name changes of employees and any changes of address or telephone number of any employee covered by this Agreement.”

Please complete a copy of ~~a the attached~~ Membership Application **sample below** immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire date.

**Letter of Agreement that reads:**

**The Parties agree that the following associates who changed from Part-Time to Full-Time classification:**

- **Richard Zybert**
- **Charanjit Gosal**
- **John MacDonald**
- **Yusuf Janneh**
- **Amandeep Brar**

**Shall be grandfathered in the first tier of vacation as written in Article 10.02. As the vacation schedule has been created and posted for the calendar 2020, this grandfathered arrangement shall begin effective for the 2021 vacation selection. For clarity, all the above associates will remain with existing vacation entitlement during 2020 PLUS three additional days for the 2020 year. For calculation purposes, the hire date for these employees shall be used to determine progressions within vacation eligibility.**

**The Union and Company jointly agree that this shall settle all outstanding Part-Time to Full-Time “promotion” vacation entitlement issues and that no additional concerns will be entertained going forward.**

**The Company will provide a Maintenance Apprenticeship Program information document upon request by an employee.**

#### **MINOR CHANGES TO THE COLLECTIVE AGREEMENT**

**A. Amend article 4.11** - When ~~part-time or other~~ employees are called in to work, and if the employee cannot be reached, the Shop Steward will upon request be provided with a list of those employees that could not be reached and the time the attempt was made.

**B. Amend article 8.01 –**

The minimum hourly rate of wages for all employees ~~coming~~ **covered** under this Agreement shall be as set out in Appendix "B", provided that where an individual employee's hourly rate is higher, such rate shall not be reduced by reason of this Agreement.

This clause shall not prevent the employer from exceeding the rates established in Appendix B provided that all employees in the classification receive the same

rate of pay. In such cases, the Union Representative, the Chief Shop Steward or his designate, and the Company will meet prior to implementation.

The Company will have sole discretion in implementing, amending or discontinuing a bonus program. The Company will inform the Union of any bonus programs they implement.

**C. Amend article 8.05 as follows:**

New Job Classification Established - When a new job classification is established, the rate of pay shall be set by the Company and the Union shall be advised of such new job classification and rate of pay. If, after thirty (30) calendar days, the Union deems the classification or rate of pay to be unsatisfactory, they shall advise the ~~Labour~~ **Human** Relations Department of the Company in writing and the matter shall be dealt with in accordance with the Grievance and Arbitration sections of this Agreement.

**D. Amend article 10.01 –**

Effective the first pay beginning in 2016, all employees will be deemed to be on an accrual vacation policy in accordance with sections 10.03 and 10.04 as applicable. Accrual policy means that employees will earn vacation time and dollars in one year to utilize in the following year. The vacation year will run from the first pay week beginning for the tax year and will end with the last pay week ending for the current year (early Jan to late Dec).

The amount of vacation pay an employee is entitled to will be calculated by taking their applicable vacation accrual percentage (i.e. 2% per year of vacation entitlement) multiplied by the prior year's T4 earnings, divided by the number of weeks of vacation entitlement.

Example, a pre-March 23, 2006 employee who, as of January 1, 2016 has 19 years of completed service, is entitled to 6 weeks' vacation. This employee earned \$46,259.75 in box 14 of their 2015 T4 slip. At the vacation pay accrual rate of 2% per week, the calculation is  $\$46,259.75 \times (6 \text{ weeks} \times 2\%) = \$5,551.17 / 6 \text{ weeks} = \$925.20$ . Thus, for each of their 6 weeks of vacation, to be taken in calendar 2016, the employee would be paid \$925.20.

An exception to the T4 calculation will be considered for employees that have been off work for three months or more in any calendar year for reasons of maternity/parental leave, short or long term disability or Workers' Compensation. In this case, if their T4 calculation is less than their normal rate of pay, their vacation pay in that year only will be recalculated based on their normal rate of pay multiplied by the number of hours of vacation to which they are entitled.

~~In light of the 2015 acquisition of the plant by Canada Bread from Sobeys, T4 earnings from BOTH companies will be included in the T4 vacation pay calculation for 2016.~~

#### **E. Amend article 10.02 –**

Vacation entitlement for full-time employees **hired and/or promoted before March 23, 2006**, based on years of continuous full-time service will be as follows:

- one (1) or more years - two (2) weeks' vacation with pay;
- three (3) or more years - three (3) weeks' vacation with pay;
- eight (8) or more years - four (4) weeks' vacation with pay;
- thirteen (13) or more years - five (5) weeks' vacation with pay;
- eighteen (18) or more years - six (6) weeks' vacation with pay;
- twenty-three (23) or more years - seven (7) weeks' vacation with

pay.

Vacation entitlement for full-time employees hired and/or promoted after March 23, 2006, based on years of continuous full time service will be as follows;

- Less than five (5) years – two (2) weeks vacation with pay
- Five (5) years and more – three (3) weeks vacation with pay
- Ten (10) years and more – four (4) weeks vacation with pay
- Seventeen (17) and more – five (5) weeks vacation with pay
- Twenty-five (25) and more – six (6) weeks vacation with pay

#### **F. Amend article 10.10 –**

##### **Part-time**

The amount of vacation pay a part time employee is entitled to will be calculated by taking their applicable vacation accrual percentage multiplied by the prior year's T4 earnings.

*For example, a post-March 23, 2006 part time employee who, as of December 31, 2015 has 19 years of completed service, is entitled to 10% vacation pay. This employee earned \$32,217.14 in box 14 of their 2015 T4 slip. At the vacation pay accrual rate of 10%, the calculation is  $\$32,217.14 \times 10\% = \$3,221.71$ . This is the amount of the vacation payment he will receive in February 2016.*

An exception to the T4 calculation will be considered for employees that have been off work for three months or more in any calendar year for reasons of maternity/parental leave, short-term disability or Workers' Compensation. In this case, if their T4 calculation is less than their normal rate of pay, their vacation pay in that year only will be recalculated based on their normal rate of pay multiplied by the number of hours of vacation to which they are entitled.

Part-time employees will be paid their vacation pay allowance in the month of February each year. Entitlement will be based on years of continuous service with the Company by December 31st of each year as outlined below:

**Part-time Hired Before March 23, 2006**

Less than three (3) years - four (4%) per cent;  
Three (3) years and more - six (6%) per cent;  
Eight (8) years and more - eight (8%) per cent;  
Thirteen (13) years and more - ten (10%) per cent;  
Eighteen (18) years and more - twelve (12%) per cent;  
Twenty-three (23) years and more - fourteen (14%) per cent.

**Part-time Hired After March 23, 2006**

Less than five (5) years – four (4%) per cent  
Five (5) years and more – six (6%) per cent  
Ten (10) years and more – eight (8%) per cent  
Seventeen (17) and more – ten (10%) per cent  
Twenty-five (25) and more – twelve (12%) per cent

**G. Amend article 17.02 –**

The Company and the Union agree that no form of ~~sexual harassment~~ **workplace violence, or harassment in any of its forms including sexual, any comment, gesture, display or other behaviour that ought to reasonably be known as offensive and/or unwelcome**, shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving ~~sexual~~ harassment to be treated in strict confidence. Any employee who believes that s/he is being harassed, shall report this to his/her immediate supervisor, full-time Union Representative or Human **Relations Representative**.

**H. Amend article 21.04 –**

The Company ~~policy on harassment/abuse~~ **policies on workplace violence and harassment** shall be posted on the bulletin board at all times and a **copies** will be given to each new employee. Existing employees will be provided a copy of the Company policy on an annual basis.

**I. Amend article 28.01 –**

~~Superintendents and Supervisors~~ shall not perform work covered by this Agreement, to the extent that such work collectively does deprive an employee of steady employment.

**J. Amend article 31.01 –**

~~Effective August 8, 2010,~~ **Any** employee who has been employed for three (3) months and who is required to serve on a jury will be paid the difference between his regular rate of pay and the fee received from the court for his service as a juror, to a maximum of



seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. Such employee shall be required to report for work on any days or half days that he is not required to sit on the jury or remain in the courtroom. The employee is responsible for providing the Company with a copy of a receipt from the Court, showing amount received for jury duty. Where possible, an employee who is required for jury duty will advise the Company in advance of his requirement. In the case of a part-time employee, the maximum payable will be seven and one-half (7½) hours per day or the amount of hours averaged by the employee in the previous four (4) weeks in which he worked. This average will include hours worked and/or paid.