

**BIMBO CANADA**

FROM: January 1, 2020  
TO: December 31, 2023

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# BIMBO CANADA

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**EXPIRY DATE: DEC 31, 2023**

**AGREEMENT BETWEEN:**

**BIMBO CANADA**, a body corporate carrying on business in the City of Winnipeg in the Province of Manitoba, hereinafter referred to as the "Company",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

*During the negotiations leading to the renewal of the Collective Agreement in 2015, the Company and the Union had lengthy discussions about culture and the need for change in the workplace as the result of the acquisition of the plant by Bimbo Canada. Specifically, valuing “the person” is a foundational element of the GB culture, which requires that people who work for the Company be referred to as “associates” and not “employees.” As there are legal implications to changing the wording in the Collective Agreement from “employees” to “associates”, the parties agreed that “associate” will not be used in the Collective Agreement, but will be the terminology to be used in all plant communications, plant correspondence and plant interactions.*

**NOW, THEREFORE THE COMPANY AND THE UNION MUTUALLY AGREE AS FOLLOWS:**

**SECTION 1 BARGAINING AGENCY**

1.01 The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, employed by the Company in its Bakery in the City of Winnipeg, save and except the Plant Manager, **Senior Plant Supervisor**, Chief Plant Engineers, Supervisors, Office Staff and one Management Trainee.

## **SECTION 2**            **DEFINITION OF TERMS**

2.01                    The use of masculine terms throughout the Collective Agreement shall also include the feminine and vice versa.

2.02                    **Plural and Singular**: unless otherwise specifically stated any provision in this Agreement which is expressed in terms of the plural shall in its application to the singular be read with the necessary changes to express the singular and vice versa.

## **SECTION 3**            **UNION SECURITY**

3.01                    The Company agrees that all employees covered by this Agreement shall maintain membership in good standing in the Union as a condition of employment.

3.02                    The Company shall be free to hire or rehire new 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 date of hire or rehire and become members within thirty (30) calendar days.

3.03                    The Company agrees to provide each new employee and rehired employee at the time of employment with a form letter outlining to the employee **their** responsibility in regard to payment of Union dues and initiation fee.

3.04                    The Company agrees to forward Exhibit One, duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire, as indicated above. The Union shall bear the expenses of printing and mailing the letter, the contents to be such as is acceptable to the Company.

3.05                    The Company agrees to deduct from the wages of each of the employees covered by this Agreement such initiation fees, monthly dues, assessments uniformly applied, as are authorized by the Union. The Company agrees to forward the monies so deducted, by cheque, 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, together with a list of the employees and their Social Insurance Number, from whom the deductions were made and with the amount of each individual deduction.

3.06                    The Company agrees to notify the Union **by email** of the full names, 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**.

3.07                    The granting of withdrawal cards to members of the Union shall be fulfilled according to the Constitution of the United Food & Commercial Workers International Union.

## **SECTION 4 WORK SCHEDULING**

4.01 During the negotiations leading to the renewal of the collective agreement in 2015, the Company indicated the need for improved flexibility and that the future viability of the operations are directly dependent on the ability to retain, attract and maintain business based on overall competitiveness both internally and externally. The introduction of cost-effective alternative work schedules are one such way in which improved efficiency and flexibility could be achieved.

This section defines the normal hours of work. It shall not be construed as;

- A guarantee of hours per week, or;
- A guarantee of days of work per week, or;
- A guarantee of identical shift schedules across all departments, or;
- A restriction on the need for fixed versus rotating shifts, or;
- A restriction on the scheduling of a longer or shorter work week or work day, whenever in the opinion of the Company, any of these are required for business reasons.

### 4.02 **Basic Work Week**

The hours of work for all full-time employees covered by this Agreement shall be either 37.5 hours per week with a daily maximum of eight (8) hours divided into five (5) days OR 38 hours per week with a daily maximum of ten (10) hours divided into four (4) days. In either situation, the Company shall decide the days of work.

### 4.03 **Full Time Employee's Daily Assigned Hours**

The Company will assign each full-time employee a regular starting and quitting time for each working day, including a mid-shift lunch period of not more than thirty (30) minutes without pay, the total time of said assigned working hours for five (5) days to be thirty-seven and one-half (37½) hours OR for four (4) days to be thirty-eight (38) hours.

4.04 All employees shall have at least ten (10) hours off between the end of a shift and the start of the next shift, except in cases of emergency as described in 4.06 or by mutual agreement between the Company and the employee where the employee requests less time off and same is agreeable to the Company.

4.05 Shift schedules for all employees showing the normal starting and anticipated finishing times will be posted no later than 2:00 pm. on the Thursday prior to the beginning of the following week.

4.06 Except in cases of emergency, shift schedules shall not be changed unless forty-eight (48) hours' notice is given to the employees affected. Emergency shall mean an employee who does not show up for work due to illness, breakdown of machinery, or happenings or events which could not have been foreseen by the Company.

4.07 **No Split Shifts/Consecutive hours per day**

With the exception of the meal period an employee's shift for the day shall be comprised of consecutive hours of work. In the event an employee requests a personal leave of absence during **their** shift for the day, and such leave is approved by management, this will not be construed as a violation of this sub-section. Furthermore, the employee's schedule will not be altered by reason of such approved leave.

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.**

4.09 **Breaks**

- a) **8 Hour Shifts:** A rest period of fifteen (15) minutes (including travel time) shall be allowed, without deduction of pay, to each employee at approximately midway in each half shift. If an employee is required to work overtime on the completion of **their** regular shift **they** will be scheduled a fifteen (15) minute (including travel time) rest period with pay, within half an hour of the end of the first shift, providing the overtime is for not less than one (1) hour or not more than two (2) hours. After two (2) hours of overtime, employees will receive an additional fifteen (15) minute rest period for every hour and half (90 minutes) of additional overtime completed.
- b) **10 Hour Shifts:** A rest period of fifteen (15) (including travel time) shall be allowed, without deduction of pay, to each employee during each 1/3<sup>rd</sup> of the shift (*for purposes of clarification, employees on a 10 hour shift are entitled to three (3) paid breaks of fifteen (15) minute duration*). If an employee is required to work overtime on the completion of **their** regular shift **they** will be scheduled a fifteen (15) minute (including travel time) rest period with pay, within half an hour of the end of the first shift, providing the overtime is for not less than one (1) hour or not more than two (2) hours.



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, **they** shall receive four (4) hours' pay at **their** 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 **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 **they were** 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.**

4.11 When 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.

4.12 Full-time employees on a five (5) day, eight (8) hour shift schedule will be granted two (2) consecutive days off (Friday/Saturday, OR Sunday/Monday) PROVIDED the facility is producing at a maximum capacity of 144 line hours. For greater clarity, there are no guaranteed weekend days off or consecutive days off when the facility is producing less than maximum capacity.

Full time employees on a four (4) day, ten (10) hour shift schedule shall be granted two (2) consecutive days off. Where operationally possible and based on customer requirements, the Company will endeavor to provide one (1) of these consecutive days off on Friday, Saturday or Sunday.

The two (2) consecutive days off are for production employees and may not apply to non-production employees.

4.13 Where and if production and/or shipping schedules are altered (or are about to be altered) to such an extent that operational difficulties are forecast or full-time employment is affected, the Union agrees to meet to renegotiate Article 4.12 and any other relevant clauses to accommodate the required change, subject to ratification by the parties.

## SECTION 5 OVERTIME – DAILY & WEEKLY

### 5.01 Overtime Beyond Basic Work Week or Daily Assigned Hours

An employee required to work overtime will be given notice of at least two (2) hours unless beyond the control of the Company.

Employees will be paid overtime at the rate of time and one-half (1½) their regular rate for all work performed beyond their regular scheduled day up to one and one-half (1½) hours with double (2) time thereafter.

Time and one-half (1½) will be paid for all time an employee works on **their** assigned day off duty, provided that both daily and weekly overtime shall not be paid for the same hours.

### 5.02 Overtime Not To Be Equalized

Employees shall not take time off during their regular assigned hours to equalize for any overtime worked.

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 **they** refuse, 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.

5.05 The Company agrees that in the event overtime is required, forcing of overtime will be the last option considered in order to meet the current business demand. When forcing of overtime is required, all efforts will be made to ensure reverse seniority principles are applied provided the employee is properly qualified to do the work.

## **SECTION 6 GENERAL HOLIDAY PAY**

### **6.01 Full-time Employees**

The following days shall be considered general holidays.

New Year's Day	Civic Holiday (in August)
Louis Riel Day	Labour Day
Good Friday	Remembrance Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	

and all other holidays declared by the Federal, Provincial or Municipal Government.

6.02 In order for an employee to receive general holiday pay, **they** must:

- (a) not have been voluntarily absent from work on the scheduled work day prior to and following such holiday;
- (b) have worked **their** full regular designated weekly hours for the week in which holidays, a holiday or portion of a holiday occur, except for bona fide illness.

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 **they are** absent **on their** first scheduled work day following the general holiday.

6.04 Any employee receiving a payment under the Weekly Indemnity Plan, or Workers Compensation, for the week in which the general holiday(s) occurs, and requests for time off for vacation purposes as set out in Subsection 10.07 and 15.04 shall not be entitled to general holiday pay.

### **6.05 (a) Payment for Time Worked On General Holidays**

The basic assumption for general holidays is, "the day on which the holiday falls, IS the day on which the holiday is observed." As a result, during the week in which a general holiday falls, the following scenarios are options for all employees:

- 1) If the general holiday falls on the employee's scheduled day of work, the employee is expected to work and will be paid overtime at the rate of 1.5x for all hours worked that day. In addition,
  - a) Full time and part time employees averaging 32 hours of pay or more per week in the four (4) weeks preceding the general holiday will be given the option of EITHER a day of holiday pay (7.5 or 9.5 hours depending on schedule) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.
  - b) Part time employees averaging 20 hours but less than 32 hours of pay per week in the four (4) weeks preceding the general holiday, will be given the option of EITHER a day of holiday pay (6 hours) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.
  - c) Part time employees averaging 10 hours but less than 20 hours of pay per week in the four (4) weeks preceding the general holiday, will be given the option of EITHER a day of holiday pay (3 hours) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.

*Example: During the week that includes the Victoria Day holiday, full time employee X is scheduled to work Sunday to Thursday, 5 x 8 hour shifts. Employee X works Sunday at regular time. Employee X works Monday (ie. the Victoria Day holiday) and receives 7.5 hours at the 1.5x rate for all hours worked on Monday. Employee X then works their regularly scheduled shifts from Tuesday to Thursday at regular time. In addition, Employee X elects to bank the general holiday earned in place of Victoria Day.*

- 2) If the general holiday falls on a day that is NOT the employee's scheduled day of work:
  - a) Full time and part time employees averaging 32 hours of pay or more per week in the four (4) weeks preceding the general holiday will be given the option of EITHER a day of holiday pay (7.5 or 9.5 hours depending on schedule) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.

- b) Part time employees averaging 20 hours but less than 32 hours of pay per week in the four (4) weeks preceding the general holiday will be given the option of EITHER a day of holiday pay (6 hours) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.
- c) Part time employees averaging 10 hours but less than 20 hours of pay per week in the four (4) weeks preceding the general holiday will be given the option of EITHER a day of holiday pay (3 hours) at regular time OR banking such holiday at regular time. For purposes of clarification the employee will be required to work all their other regularly scheduled days of work that week at regular time.

*Example: During the week that includes the Victoria Day holiday, full time employee X is scheduled to work Tuesday to Saturday, 5 x 8 hour shifts. Employee X does not work on Monday (i.e. the Victoria Day holiday). Employee X elects to receive 7.5 hours of general holiday pay (in place of Victoria Day) at regular time that week. Employee X then works their regularly scheduled shifts from Tuesday to Saturday at regular time.*

#### 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 **four (4)** such banked general holidays can be granted per employee in any calendar year

**Should the employee not request to bank the general holiday three (3) 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.

6.05 (c) **Part-time Employees**

In order to qualify for general holiday pay, a part-time employee must have been employed thirty (30) calendar days with the Company and not have been voluntarily absent on **their** scheduled work day, prior to and following the holiday. **They** must have worked the full, regular, designated weekly hours in the week of the holiday, except for bona fide illness. Employees granted leave of absence will not qualify for general holiday pay.

**SECTION 7 TRANSPORTATION FOR EMPLOYEES OUTSIDE BUS SERVICE**

7.01 The Company agrees that it will, where required by legislation and where requested by the employee, provide transportation between the workplace and the employee's place of residence in the City of Winnipeg for the portion of the employee's commute that begins or ends after 12 midnight and before 6:00 a.m.

7.02 **Transportation to be Authorized**

Employees must secure authority from the Company's supervisor on duty at the time and must sign the driver's charge slip if taxi service is used, as it relates to Paragraph 7.01 of this Section.

7.03 In the event the privilege as defined in 7.01 and 7.02 above is abused by any individual employee, the Company reserves the right to cancel same as it affects the offending employee.

**SECTION 8 WAGES AND SHIFT PREMIUMS**

8.01 The minimum hourly rate of wages for all employees **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 **their** 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.

8.02 **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.**

8.03 **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 **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.

**SECTION 9 HIGHER RATE - FILLING VACANCIES**

9.01 Any employee temporarily required to fill a position in respect of which the rate of pay is higher than **their** regular rate shall not be entitled to the higher rate until such time as **they have** completed thirty (30) working days, either consecutively or intermittently, in the higher rated classification. Upon completion of the thirty (30) working days any such employee being temporarily required to fill a higher rated classification for a period of one (1) full assigned daily shift or more shall, during such time as **they** fill such position, receive as a minimum the minimum rate for the classification. In the event of any employee rendering temporary service in a position ordinarily paying a lesser wage, **their** regular rate shall not be reduced during this period. A "working day" or "a full assigned daily shift" shall for the purpose of this section be defined as 4 consecutive hours or more.

9.02 **Higher Rate – Filling Vacancies**

**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 **their** own, shall **receive the rate of the Class 1 or a premium of two dollars (\$2.00) per hour worked or the rate for the position, whichever is less.****

## SECTION 10      VACATIONS WITH PAY

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.

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



10.03 When employees reach a “vacation milestone,” the incremental week of vacation will be taken in the following calendar year. In this circumstance, the payment calculation will be prorated according to the period of T4 earnings before and after the milestone was achieved (i.e. at two different rates).

10.04 Vacation entitlement for full-time employees must be taken in the current vacation year (i.e. January – December). If because of reason of illness or accident this is not possible then payment will be paid in lieu of said vacations.

10.05 If a full-time employee becomes confined to **their** home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled at a time that is available following the employee's return to work subject to 10.04 above. In the event that the employee's claim for Weekly Indemnity is accepted, any waiting period not paid for by the Group Plan will be paid out of the employee's accrued sick leave if the employee has sufficient hours accrued under the Sick Leave Bank.

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, one (1) day shall be paid as a general holiday and four (4) days as vacation.**

10.07 **Vacation Selection - Full-time**

In order to facilitate and expedite the selection of vacation in the plant, the following procedure will apply for vacation selection:

- (i) No later than the first Monday in October the Company will post a notice advising all employees that their selection for vacation the following vacation year must be made beginning the third full week in October. This posting will also show the number of weeks for which each employee is eligible.
- (ii) The posting mentioned in (i) will indicate the date that the process is to begin. On that day management will begin to approach employees, in order of seniority, and ask them to select a vacation period.
- (iii) Each employee who is entitled to six (6) or seven (7) weeks of annual vacation may select a maximum of three (3) weeks of vacation between the last Sunday before the Victoria Day Holiday and the first Saturday after the Labour Day Holiday. Two (2) of these three (3) weeks must be consecutive.

Each employee who is entitled to five (5) weeks or less of annual vacation may select a maximum of two (2) weeks of vacation between the last Sunday before the Victoria Day Holiday and the first Saturday after the Labour Day Holiday. These weeks may, but do not need to be consecutive.

- (iv) Any employee who misses their opportunity to select vacations in the order and time noted in (ii) above or who refuses to make a selection when asked will be entitled to vacations that are available when they select. In circumstances where a week of vacation that was available at the end of an employee's shift the day prior is no longer available when the employee is approached for their choice, the Company will grant the employee an extension up until the beginning of their next scheduled shift (to a maximum of 24 hours providing someone is available at the plant) to make their selection in order of seniority.
- (v) A copy of the vacation schedule will be posted during this process to allow employees to predetermine what weeks may be available prior to them being approached for their selection.
- (vi) Any weeks of vacation not selected will be scheduled by the Company.
- (vii) The finalized vacation schedule will be posted by December 15th and except in cases of extreme emergency the finalized vacation schedule will not be changed. However, in no event will the employee's vacation be changed if the employee produces evidence of more than fifty dollars (\$50.00) obligations committed.
- (viii) This vacation schedule shall be such that it will allow for a maximum of five (5) employees and a maximum of one (1) Maintenance employee to be off on vacation at any one (1) time.
- (ix) Notwithstanding (vii) above, in the event that the Company needs to change the finalized vacation schedule due to the unscheduled absence of an employee(s) which impact its ability to grant previously approved vacation time, the Company and the Union will meet to review and attempt to resolve the issue. If the issue cannot be resolved between the parties, the Company will ask for employees to voluntarily change their vacation requests. In the event that there are insufficient qualified volunteers, the most junior qualified employee(s) may have their vacation requests denied. Any employee impacted by the above must select an open week(s) on the vacation schedule.

10.08 Any employee going on vacation shall be informed, before going on vacation, of **their** scheduled starting time on the day **they are** expected to return from vacation. If there is any change, the Company shall contact the employee. Part-time employees have the responsibility to contact the Plant prior to the return from time off for vacation purposes to determine if and when they are scheduled. Leaving a message on the employee's answering machine in the presence of a shop steward will be deemed to be a "contact".

10.09 The Company will recognize seniority in accordance with the Seniority Section as the governing factor in the choice of vacation period, except where it will interfere with the efficient operation of the business, as determined by the Company, in which case the Company may, at its discretion, allot an employee **their** vacation period. For purposes of clarification, this means that an employee's job classification is a relevant consideration in accommodating their choice of vacation period.

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 **they** 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 31<sup>st</sup> 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

**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 11 BEREAVEMENT PAY**

**11.01** An employee who has completed three (3) months' continuous service shall be entitled to a maximum of three (3) consecutive scheduled work days' compassionate leave, with pay, in the event of the death of **their** father, mother, sister, brother, spouse (including common law spouse), child, step-child, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parent, grandparent or grandchild. Employees shall not be required to attend the funeral in order to receive bereavement leave. Additional leave, without pay, will be granted up to a maximum of four (4) consecutive work days, if such leave is justified.

**11.02** Subject to the requirements of the operation, any employee may be granted leave of absence, without pay, to attend the funeral of a person not contemplated above.

**11.03** Bereavement pay will include all premiums, where applicable, normally received by the employee.

## **SECTION 12           MANAGEMENT'S RIGHTS AND FUNCTIONS**

12.01                   The management of the Company and the direction of the working force, including the right to plan, direct and control plant operations; to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote, discipline, suspend or discharge employees for proper cause, are to be the sole right and function of the Employer.

                          The Company shall be the sole judge as to the merchandise to be handled in its plant.

12.02                   The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically set forth and all rights not otherwise specifically covered in this Agreement.

12.03                   The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

## **SECTION 13           NO STRIKES OR LOCKOUTS, AND EXCEPTIONS**

13.01                   During the life of this Agreement, the Union and the members covered by this Agreement agree there shall be no strikes, stoppage of work, slow-downs or interruption of the normal pattern of operation in the plant and the Company agrees there shall be no lockouts.

13.02                   The Union agrees that a sufficient number of its members shall work as long as necessary to remove perishable merchandise from the Company's plant.

## **SECTION 14           UNION REPRESENTATIVE AND SHOP STEWARDS**

14.01                   The Company agrees to permit the Union Representative to enter the various departments of the Company's plant during working hours in respect to compliance with the Collective Agreement. The Union Representative will contact the Plant Manager or **Supervisor** or if these are not there, any Supervisory Personnel, on entering the plant. It is agreed that no employee shall be taken off the job or prevented from performing **their** duties unless permission is granted by management.

14.02 The Company agrees to permit the Chief Shop Steward or **their** designate of the plant, after notifying **their** supervisor, to enter any department to attend to the business of the Union, provided **they** first notify the department head of **their** desire. It is agreed that no employee shall be taken off the job or prevented from performing **their** duties unless permission is granted by management. It is agreed that the privilege granted to the Chief Shop Steward, as referred to above, may be cancelled by management, if abused.

- 14.03
- (a) The Company agrees to recognize one (1) Chief Shop Steward plus five (5) additional shop stewards appointed by the Union from among the employees to handle grievance and other matter related to the Collective Agreement.
  - (b) The Union agrees to advise the Company as far in advance as possible when Steward will be needed for Union business, so as no disruption will be caused to the operation of the business.
  - (c) The Union Shop Stewards may wear their Shop Steward's badges including cloth stitch on badges, while on duty providing they meet HACCP requirements.
  - (d) The Union agrees to advise the Company in writing of the names of the official Union Steward and no Stewards will be recognized by the Company or elected or appointed by the Union unless **they have** completed the probationary period outlined herein.

14.04 The Union agrees to provide shop steward badges to the Company. Provided the badges are acceptable to the Company, they will arrange to have them stitched onto the uniforms of the shop stewards. The Company will provide an invoice to the Union annually to recover the costs incurred by the above.

## **SECTION 15 LEAVES OF ABSENCE**

15.01 An employee elected and/or hired as a full-time officer and/or representative of the Union that is a party to this Agreement, shall be granted leave of absence, without pay, for a period of not more than twelve (12) months, subject to renewal from year to year, with the consent of the Company. The only rights maintained by the employee, with the Company thus involved, would be that of re-employment with the Company, in **their** former classification.

15.02 One (1) employee will be permitted time off, without pay, during **their** working hours, to act on committees of the Union or to conduct other Union business, providing seven (7) calendar days' notice has been given by the Union.

15.03 Time off, without pay, will be granted for one (1) employee for every one hundred (100) employees, to act as delegates re conventions, conferences, up to ten (10) consecutive working days.

15.04 **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 (2) 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).**

15.05 A maximum of three (3) employees will be permitted time off without pay during their working hours, providing sufficient notice is given by the Union to enable the Company to secure qualified relief employees, when required to serve on the negotiating committee of the Union for the purpose of negotiating revisions to the Collective Agreement between the Company and the Union.

15.06 **Compassionate Leave**

An employee who has been employed for at least **ninety (90)** days is entitled to compassionate care leave **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).

15.07 **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.***

**ARTICLE 16            MATERNITY/PARENTAL/ADOPTION LEAVE**

16.01                    **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she is entitled and so chooses to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave, she must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a Doctor's Certificate, certifying her to be medically fit to work.

In cases of a disabling medical condition, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a Doctor's Certificate setting out the nature of the condition.

Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

16.02                    **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***.

(2) Commencement of Leave

Except as indicated below, Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under subsection (1) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this section for the portion of the leave period that remains at the time the application is made.

(4) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied by **them** at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

- (5) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under group insurance may elect to continue to pay the premium themselves during their leave.

**SECTION 17 NO DISCRIMINATION/HARASSMENT**

17.01 No employee shall be discharged or discriminated against for lawful Union activity, or performing services on a Union committee, or for reporting to the Union the violation of any provisions of this Agreement.

17.02 The Company and the Union agree that no form of **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 harassment to be treated in strict confidence. Any employee who believes that **they are** being harassed, shall report this to **their** immediate supervisor, full-time Union Representative or Human **Relations Representative**.

The Company and the Union agree that to the extent practicable contact between the complainant and the accused will be minimized during the investigation process.

## **SECTION 18 PROBATIONARY PERIOD**

18.01 Employees hired after date of ratification shall be considered on probation and shall not be entitled to seniority rights until they have completed five hundred and fifty (550) hours worked with the Company. During an employee's probationary period, **they** 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 to Grievance or Arbitration procedures. In the case of new employees hired as Maintenance employees, the probationary period will be six (6) calendar months.

## **SECTION 19 SENIORITY**

19.01 a) Full-time seniority shall mean length of continuous service with the Company commencing from **their** 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 **their** most recent date of hire, excluding any service as a **seasonal employee**. **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) **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 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**, and, part-time employees are considered senior to **seasonal employees**.
  
- 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

Seniority shall be considered broken and services terminated if an employee:

- a) is discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- b) voluntarily quits or resigns;
- c) **Is classified as a Full-time or Part-time employee and** has been laid off continuously for a period of time equal to **their** 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."
- d) is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;
- e) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason.

19.03 In the matter of appointments made through the job posting procedure, seniority shall govern, provided the employee under consideration has the skill, ability, efficiency and physical condition to perform the work.

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, **Senior Plant Supervisor**, Chief Shop Steward and the Union Representative or **thier** 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** 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 **two (2)** seniority lists, once every six (6) months, as follows:

Full-time **and** Part-time

which shall be posted in the Plant or otherwise made available for examination by an employee upon **their** request and one copy shall be forwarded to the Union.

## **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 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 **their** 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** or Production Supervisors and a copy handed to the Chief Shop Steward.

The **Senior Plant Supervisor** 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 In the filling of jobs through the job posting system, the Company agrees that the senior applicant will be awarded the job, provided that the skill, ability, efficiency and physical capacity of competing employees are relatively equal and 19.01 (d) does not apply.

If an employee submits an application and said employee chooses not to accept the awarded position prior to their qualifying period commencing as outlined in Article 20.07 there will be no barring or limiting of future applications.

If an employee submits an application and said employee is awarded the position and begins their qualifying period as outlined in Article 20.07 and chooses to return to their former position, said employee will be eligible for one (1) further bid in the next twelve (12) month rolling period.

If an employee submits an application and said employee is awarded a higher or equal paying position and completes the qualifying period as outlined in Article 20.07 and confirms their intention to stay in that position, said employee can bid for any additional job postings that become available with no barring or limitations.

If an employee submits an application and said employee is awarded a lower paying position and completes the qualifying period as outlined in Article 20.07 and confirms their intention to stay in that position, said employee will be eligible for one (1) further bid in the next twelve (12) month rolling period.

If an employee submits an application and is awarded a position regardless of whether it is a higher or lower paying position and is returned to their former position by the Company during their qualifying period, there will be no barring or limiting of future applications.

### Senior Employee "Skill & Ability Challenge"

Should a senior employee, with at least twenty-five (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.**

20.04                   Successful applicants shall be put on the job within fifteen (15) days of being awarded the job unless it is mutually agreed between the Company and the Union to extend this period.

20.05                   Any senior employee who may be absent due to illness, vacation or leave of absence, may, within fifteen (15) calendar days of a job being posted, submit an application.

                              The Company agrees to allow the Shop Steward during regular working hours to telephone employees who are absent due to illness to advise them of the vacancy.

20.06                   It is further agreed that, in the event no applications are received, the Company may permanently fill a vacancy at its own discretion.

20.07                   Any employee awarded a position by the "Job Posting" procedure shall be allowed a maximum qualifying period of fifteen (15) working days during which time there will be no adjustment in salary unless the employee concerned has qualified under Section 9.01.

An employee awarded a job may be returned to **their** former job by the Company, or may decide to return to **their** former position within the above mentioned fifteen (15) working day qualifying period.

In the event a job is vacated as indicated above, the vacated job will then be awarded from among those employees who had applied to the original posting.

20.08 This section shall not prevent the Company from temporarily filling any vacancies. In the event of a temporary vacancy lasting longer than thirty (30) days the Company shall fill this vacancy in accordance with Section 20.01. In order to ensure the efficient operation of the business, such vacancy will be awarded to the senior applicant who already possesses the skill, ability, efficiency and physical capacity to do the job. The Company will not be required to post any other vacancies resulting from the filling of this temporary vacancy. Once the incumbent returns to work, the employee filling the temporary vacancy will be returned to **their** former position.

## **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.**

21.02 The Company agrees to recognize a Health and Safety Committee, to be composed of three (3) employees, and one (1) alternate, appointed by the Union to meet with management a maximum of once per month during working hours. Said employees, as appointed by the Union, shall be on the same shift.

21.03 The Company agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

21.04 The Company **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.



## **SECTION 22 SEVERANCE PAY**

22.01 In the event of amalgamation, permanent closure of plant or department thereof, or automation, causing full-time employees to lose employment, full-time employees shall be paid severance pay as follows, in addition to the regular week's notice, or pay in lieu thereof, to which employees may be entitled.

- (i) Over two (2) years and up to ten (10) years of continuous service - one (1) week's pay for each full two (2) years of such service.
- (ii) Over ten (10) and up to twenty (20) years of continuous service - one (1) week's pay for each full year of continuous service in excess of ten (10) years, to a maximum of twenty (20) full years of service.

22.02 The amount set out in Section 22.01(ii) is to be paid in addition to the amount set out in Section 22.01(i). An employee who loses **their** employment in accordance with the terms herein may elect to receive **their** severance pay as soon as possible or **they** may elect to be placed on a recall list, subject to a recall and the terms of the seniority provisions of this Agreement. If the employee elects to receive **their** severance pay as soon as possible after losing **their** employment or at any time during the recall period, **they** shall forfeit any claim to employment with the Company. An employee who elects to be placed on a recall list and is not recalled within twelve (12) months shall be paid a severance pay to which **they are** entitled at the time **they** lost **their** employment.

## **SECTION 23 COURT'S DECISION**

23.01 In the event of any articles or portion of this Agreement being held improper or invalid by any Court of Law or Labour Relations Board, such decision shall not invalidate any other portion of the Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **SECTION 24 REPRIMANDS**

24.01 The Shop Steward of the employee's choice who is at work at the time or in the absence of a Shop Steward, another employee from the bargaining unit who is at work at the time, chosen by the employee who is to be disciplined, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice.

24.02 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file.

24.03 In order for a warning, suspension or discharge to be valid, a copy must be given to the Shop Steward in the plant and a copy of such notice must be emailed or faxed to the Union office.

24.04 Discharge and disciplinary action for employees shall be in writing giving the reason.

## **SECTION 25 ADJUSTMENT OF GRIEVANCES**

25.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.

25.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

25.03 All grievances, except those submitted by the employees to their immediate superior, shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party.

25.04 The procedure for adjustment of disputes and grievances shall be as follows:

- (a) By a discussion between the employee and **their** Shop Steward, or Chief Shop Steward, who shall then take the matter to the employee's immediate superior.
- (b) The immediate superior shall, within three (3) days, report to the next in line of authority and if agreement is not reached, then:
- (c) The Union Representative or Representatives, after filing of the written grievance, may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If a satisfactory settlement cannot be reached then upon request of either party within 14 days after receiving the final written decision from either party, but not thereafter, the matter may be referred to an arbitrator selected as per Section 26.

## **SECTION 26      SELECTION OF AN ARBITRATOR**

26.01                    After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single arbitrator as provided below.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the Company and the Union, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this Collective Bargaining Agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

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. Arne Peltz
- (2)     Mr. Michael Werier
- (3)     **Mr. Colin Robinson**

commencing with the name following the name of the last Arbitrator allocated and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If in any case the Arbitrator allotted is unwilling or unable to act as Arbitrator, the individual whose name follows **thiers** in the panel shall be submitted as the Arbitrator.

26.03                    The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render **their** decision within thirty (30) calendar days of the hearing, wherever possible.

26.04                    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 any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the terms of this Agreement.

26.05                    The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

26.06 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

## **SECTION 27 MERGER OF BUSINESS**

27.01 In the event the ownership of the Company's business passes to another employer, the relevant sections of the Manitoba Labour Relations Act shall apply.

## **SECTION 28 SUPERINTENDENTS AND SUPERVISORS**

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

## **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 **sixty (60) days** in advance of the particular situation and its expected implications.

29.02 **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 their 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 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.**
2. **The 1<sup>st</sup> employee who has been bumped out of their job shall then bump a second 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.**

- 3. The 2<sup>nd</sup> employee who has been bumped out of their 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 their 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 their 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 their 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 fifteen (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 they presently hold shall be paid the rate of the classification at which they are employed after the fifteen (15) day qualifying period.**

29.03 If said employee cannot satisfactorily be re-trained in that position, **they** shall be afforded an opportunity based on seniority to work part-time in **their** former classification, if said classification is still in existence; otherwise, **they** shall be terminated with severance pay, as outlined in Section 22.

29.04 If an employee refuses part-time employment, **they** shall be considered to have terminated employment with the Company. Any full-time employee with one (1) or more years' service, whose employment is terminated by the Company under this provision shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks' pay.

29.05 This clause does not apply to employees who accept other employment with the Company, outside the jurisdiction of this Agreement.

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.**

29.07 This Section is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Company and the Union.

### **SECTION 30 SICK LEAVE**

30.01 After three (3) months' full-time service, full-time employees and those eligible under the terms of this Agreement shall accumulate three and one-half (3½) hours' sick leave per month, to a maximum of one hundred and five (105) hours.

30.02 In order to receive the three and one-half (3 ½) hours per month referred to above, employees must have actually worked three-quarters ( $\frac{3}{4}$ ) of the available hours during the month, but time off work not to include vacations with pay or general holidays.

30.03 Part-time employees who have qualified for the Company's group insurance program will qualify for and have access to the accrual of three and one-half (3½) hours of sick leave per month up to a maximum of the full-time entitlement provided they work 32 hours in each week of the Company's four (4) week period. The accumulation of sick time will not be impacted if the part time employee is on an approved Union leave of absence.

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 **(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 **their** regular rate of pay.

30.05 The Union agrees to work with the Company in identifying and improving attendance records of employees who have experienced worse than average attendance.

**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 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 **their** regular rate of pay and the fee received from the court for **their** 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 **they are** 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 **their** 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 **they** worked. This average will include hours worked and/or paid.

**SECTION 32            WHITES AND UNIFORMS**

32.01                    The Company agrees, during the term of this Agreement, to maintain its present practice of lending and laundering uniforms for the employees. The Company will also continue its practice of supplying clean uniforms, hair nets, hearing protection and other protective equipment it deems necessary for proper sanitation and safety at no cost to the employees, except as otherwise provided below.

32.02                    The Company will contribute \$150.00 (one hundred and fifty) dollars every twelve (12) months or \$300.00 (three hundred) dollars every twenty-four (24) months toward the cost of safety shoes

**SECTION 33            TOOLS FOR MAINTENANCE PERSONNEL**

33.01                    The Company agrees to purchase such tools as may be required to maintain the mechanical equipment in the plant. All tools purchased by the Company are to remain the property of the Company and are not to be taken from the premises.

**SECTION 34            HEALTH AND WELFARE**

34.01                    Health and other welfare benefits shall be as contained in Appendix "A" of this Agreement.

**SECTION 35            PAYMENT FOR MEETING ATTENDANCE**

35.01                    When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting will be considered as time worked, and shall be paid according to the provisions of this Agreement. This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

**SECTION 36            COURT APPEARANCE AS A WITNESS FOR THE COMPANY AND/OR THE CROWN**

36.01                    Employees required to appear in court as a witness on behalf of the Crown or the Company will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days. Said wages based on the employees current schedule shall not exceed seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week or nine and one-half (9 ½) hours per day and thirty-eight (38) hours per week.



## SECTION 37      BULLETIN BOARDS

### 37.01      Bulletin Boards

A Union board is allowed in the Plant on the following conditions:

1. The Plant Manager, the Union Business Representative and the Chief Shop Steward will each have a key to the board.
2. The board will be placed in the lunch room.
3. The Union would assist in the installation of the board.
4. The board will remain the property of the Union and return to the Union in the event of plant closure.
5. The Company can only ensure the same degree of care for the board as any other general fixture in the plant.
6. The posting of Union notices by the Union Representative will continue in accordance with current practice, ie. provided such notices shall first receive the approval of management.
7. Notices of political nature will not be posted.
8. It is understood the Union bulletin board will not be used as a weapon against **Bimbo Canada** during the term of contract or during negotiations for a new Agreement. If the board is used as a weapon against **Bimbo Canada**, the privilege of Union boards in the plant will be rescinded.
9. Any change in division management's acceptance of the Union bulletin board in the plant will be advised by Labour Relations to the Chief Officer of the Union.

## SECTION 38      EXPIRATION AND RENEWAL

38.01      This Agreement shall be effective from **January 1, 2020** and shall remain in force until December 31, **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.

38.02 When the required notice for termination or revisions is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS COLLECTIVE AGREEMENT.**

**SIGNED AT WINNIPEG THIS DAY OF , 2020.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## APPENDIX "A"

### **DENTAL PLAN PENSION PLAN GROUP INSURANCE BENEFIT DRUG PRESCRIPTION PLAN LONG TERM DISABILITY PLAN**

#### **A-1 Manitoba Food & Commercial Workers Dental Plan**

A-1.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **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-three (\$0.33)** cents per hour referenced in A-1.01, to a maximum of **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-1.04 The Company agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-1.05 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.

#### **A-2 Health and Welfare Trust**

A-2 (a) The Company agrees to continue making contributions to the plan in the amount of fifty-three (53¢) cents per hour for all regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation as entitled under subsection 10.02, and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall be forwarded to the Trust Fund within twenty-one (21)

days following the Company's four or five week accounting period. Further increases or decreases to the contribution rates will be made as decided by the Board of Trustees.

To the extent permitted by the Board of Trustees, the Company is prepared to improve its current per hour contributions as follows:

Current - \$0.53

Effective Date of Ratification - \$0.55

Effective Sunday, April 3, 2016 - \$0.56

Effective Sunday, April 2, 2017 - \$0.57

Effective Sunday, April 1, 2018 - \$0.58

Effective Sunday, April 7, 2019 - \$0.59

- (b) Subject to (c) and (d) below, the eligibility and benefits for eligible employees shall be in accordance with the Plan and as determined by the Trustees.
- (c) Full-time employees shall be covered by the Trusteed Health and Welfare Plan after three (3) months of full-time employment. Part-time employees shall be covered by the Trusteed Health and Welfare Plan after averaging thirty-two (32) hours or more per week during any three (3) consecutive month period. (This shall be interpreted to mean regular hours paid and in the case of a part-time employee 3 months is intended to mean 13 consecutive weeks). Employees on the payroll of the Company on October 13, 1990 who had previously qualified for health and welfare benefits prior to the date of ratification shall remain covered as long as they remain actively employed by the Company, whether or not their average weekly hours drop below thirty-two (32) hours per week.
- (d) Any employee who has not yet qualified for the Trusteed Health and Welfare Benefits will be eligible to qualify for same, in the event they work thirty-two (32) hours or more per week for a thirteen (13) consecutive week period. Employees affected by this clause may be disqualified from the program if they work an average of less than thirty-two (32) hours per week in any thirteen (13) consecutive week period.
- (e) The parties agree to the terms under the Trust regarding the Long Term Disability Plan.
- (f) Those full time employees who have not qualified for the Long Term Disability plan on July 25, 2010 will qualify once they have accrued seventy-five (75) hours in their sick leave bank or July 25, 2011, whichever comes first.
- (g) Any employee promoted to full time after July 25, 2010 will become eligible for Long Term Disability coverage after one year of continuous service and will maintain that eligibility as long as they remain full time.

### **A-3 Healthcare Spending Account for Part Time Employees**

A-3.01 Effective January 1, 2016, all Part Time employees who have completed one year of continuous service with the Company will be provided with an annual \$250.00 Healthcare Spending Account (HSA) – the Company will work with PBAS in order to facilitate the implementation of this benefit. Expenses eligible for reimbursement under the HSA are defined by the Canada Revenue Agency.

**A-3.02 Effective January 1, 2021 - All Full-Time Employees who have completed one year of continuous service with the Company be provided with an annual one hundred and fifty dollars (\$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-4 Sick Leave**

A-4.01 The Company shall apply (for full-time employees only) any accumulated sick leave to absences due to sickness not covered by insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

### **A-5 Canadian Commercial Workers Industry Pension Plan**

A-5.01 The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of one dollar and twenty-five cents (\$1.25) for all hours worked or paid by the Employer to its employees in the bargaining unit including any overtime hours worked in a week (to a maximum of the basic work week), vacation, general holidays, sick days (not including Weekly Indemnity, LTD or other similar indemnifications), jury duty, and any paid leave of absence required under the terms of the Collective Agreement.

Effective Sunday, June 5, 2016, the Company contributions will be twenty-five (\$0.25) cents per hour.

Contributions are required for each hour overtime is worked and paid to the extent the cumulative hours worked and paid do not exceed the basic work week.

The maximum number of hours for which contributions are to be made in a week is the maximum number of hours of the basic work week for a full-time employee.

Contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time employees receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of employees who are in the employ of the Company as of the date vacation pay is paid.

Contributions paid with respect to part-time vacation pay shall be based on the percentage of vacation pay paid under the applicable Collective Bargaining Agreement (e.g., 4%, 6%, etc.) of the hours worked in the previous year multiplied by the cents per hour contribution rate on the above effective date as indicated in 2 (a) (e.g., an employee having worked or been paid for 1000 hours in the previous year and who was entitled to 4% vacation pay would be entitled to receive an additional 40 hours' credit into **their** previous yearly total. The C.C.W.I.P.P. administrator would credit said part-time employee with 40 additional hours and receive 40 x the applicable contribution rate from the Employer. Therefore, for the previous year, the employee, in this example, would be credited with a total of 1040 hours.

In the event that CCWIPP is changed to allow employee contributions, the Company agrees to make deductions from employees' paycheques in the amount authorized by a vote of the Manitoba employees, provided such deductions are configurable under the Company's payroll system.

A-5.02 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above A-5.01 shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-5.03 Any member of the Union who is also a member of the Employee Retirement Plan of Canada Safeway Limited (hereinafter referred to as the Canada Safeway Plan) on January 5th, 1975, shall thereafter cease making contributions to the Canada Safeway Plan. **They** will then be considered as having withdrawn from the Canada Safeway Plan as of January 5th, 1975, and **their** benefits thereunder shall be as set forth in Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".

A-5.04 In the event a new Master Agreement concerning the Canadian Commercial Workers Industry Pension Plan is concluded with **Bimbo Canada** as a signatory, the Company agrees to abide by the terms of such Agreement.

A-5.05 The parties agree that if there are any additional changes to CCWIPP following October 2, 2015 (the date of ratification) and prior to June 5, 2016, or if for any reason A-5 cannot be implemented, none of the changes in A-5 will be implemented and the parties will meet to review said changes and revise Appendix A-5 accordingly.

## **A-6 Bimbo Canada Defined Contribution Pension Plan**

### **A-6.01 Employer Contributions**

Effective Sunday, June 5, 2016, the Company will enroll all full time and part time employees in the bargaining unit, who were actively employed by the Company on October 2, 2015 and were members of the CCWIPP pension plan, into a new Defined Contribution Pension Plan. The Company agrees to contribute 5% of employee's pensionable earnings into this plan.

### **A-6.02 Employee Contributions**

Effective Sunday, June 4, 2017, employee contributions for all full time and part time employees in the bargaining unit who participate in the plan will become mandatory. Employee contributions will be 1% of pensionable earnings per week.

A-6.03 For the purposes of A-6.01 & A-6.02 above, pensionable earnings are base earnings received from employment from the Company, NOT including overtime pay, commissions, premiums payments or other lump sum payments.

A-6.04 New full time and part time employees hired after October 2, 2015 will be required to join the plan after completing 2 years of continuous service.

A-6.05 Employees will have the opportunity to invest pension contributions in a range of investment options, each offering varying degrees of risk versus return potential. The Company is responsible for the investment structure (i.e. number and type of investment options, etc.) and implementation and ongoing administration decisions (i.e. investment manager selection, etc.). The Company shall assume all legal and other costs for setting up the Pension Plan. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents as determined by the Company and carrier and that plan design will be done in compliance with, and subject to approval of the relevant government authorities.

## **A-7 Bimbo Canada Group Registered Retirement Savings Plan (RRSP)**

A-7.01 In addition to mandatory contributions to the Defined Contribution Pension Plan (as outlined in A-6.01 to A-6.03 above) all employees in the bargaining unit as of October 2, 2015 will, effective Sunday, June 5, 2016, be eligible to participate in the **Bimbo Canada** Group Registered Retirement Savings Plan (RRSP). Enrollment into this plan is not mandatory and, effective Sunday, June 5, 2016 can be started, stopped or amended at any time by each individual employee. For employees hired after October 2, 2015, employees can enroll in the RRSP plan when they are eligible to join the pension plan.

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



APPENDIX "B"

WAGES

**B-1.01 Classification**

Tier 1 - Hired Before March 5, 2000

	Current	April 5, 2020 \$0.50	April 4, 2021 \$0.45	April 3, 2022 \$0.40	April 2, 2023 \$0.50
<b>Maintenance</b>					
Classification					
Maintenance (Unticketed) - 0 - 3 months (0 - 475 hours)	18.34	18.84	19.29	19.69	20.19
Maintenance (Unticketed) - 3 - 6 months (476 - 950 hours)	19.51	20.01	20.46	20.86	21.36
Maintenance (Unticketed) - Over 6 months (over 950 hours)	23.14	23.64	24.09	24.49	24.99
4th Class Power Engineer	24.80	25.30	25.75	26.15	26.65
Electricians & Millwrights - Licensed /Ticketed	36.70	37.20	37.65	38.05	38.55
	Current	April 5, 2020 \$0.45	April 4, 2021 \$0.45	April 3, 2022 \$0.45	April 2, 2023 \$0.45
<b>Tier 1 / Class 1</b>					
Mixer / Scaler	22.37	22.82	23.27	23.72	24.17
Oven Operator	22.37	22.82	23.27	23.72	24.17
Divider Operator	22.25	22.70	23.15	23.60	24.05
Shipper	22.15	22.60	23.05	23.50	23.95
Receiver	22.25	22.70	23.15	23.60	24.05
Wrapping Machine Operator	22.25	22.70	23.15	23.60	24.05
Plant Sanitarian	22.71	23.16	23.61	24.06	24.51
Relief***	22.37	22.82	23.27	23.72	24.17

		<b>April 5, 2020 \$0.35</b>	<b>April 4, 2021 \$0.30</b>	<b>April 3, 2022 \$0.30</b>	<b>April 2, 2023 \$0.45</b>
<b>Tier 1 / Class 2</b>					
Baker's Helper	20.68	<b>21.03</b>	<b>21.33</b>	<b>21.63</b>	<b>22.08</b>

\*\*\*The Relief position will be formally introduced as a classification with a corresponding rate of pay once the first alternative work schedule under this collective agreement is introduced. The rate of pay established for this position, pursuant to this final offer complies with Section 8.05.

**B-1.02      Tier 2 - Hired after March 5, 2000:**

Class 1 includes the titles of Mixer / Scaler, Oven Operator, Divider Operator, Receiver, Wrapping Machine Operator, Plant Sanitarian, and Relief, Shipper.

Class 2 includes the title Baker's Helper.

	Current	<b>April 5, 2020 \$0.45</b>	<b>April 4, 2021 \$0.45</b>	<b>April 3, 2022 \$0.45</b>	<b>April 2, 2023 \$0.45</b>
Class 1	19.20	<b>19.65</b>	<b>20.10</b>	<b>20.55</b>	<b>21.00</b>
	Current	<b>April 5, 2020 \$0.35</b>	<b>April 4, 2021 \$0.30</b>	<b>April 3, 2022 \$0.30</b>	<b>April 2, 2023 \$0.45</b>
Class 2 - 0-500*	14.20	<b>14.55</b>	<b>14.85</b>	<b>15.15</b>	<b>15.60</b>
Class 2 - 501-1000*	14.20	<b>14.55</b>	<b>14.85</b>	<b>15.15</b>	<b>15.60</b>
Class 2 - 1001-2000*	14.20	<b>14.55</b>	<b>14.85</b>	<b>15.15</b>	<b>15.60</b>
Class 2 - 2001-3000*	14.20	<b>14.55</b>	<b>14.85</b>	<b>15.15</b>	<b>15.60</b>
Class 2 - 3001-4000	14.40	<b>14.75</b>	<b>15.05</b>	<b>15.35</b>	<b>15.80</b>
Class 2 - 4001-5000	15.40	<b>15.75</b>	<b>16.05</b>	<b>16.35</b>	<b>16.80</b>
Class 2 - 5001-6000	16.40	<b>16.75</b>	<b>17.05</b>	<b>17.35</b>	<b>17.80</b>
Class 2 - 6001-7000	16.60	<b>16.95</b>	<b>17.25</b>	<b>17.55</b>	<b>18.00</b>
Class 2 - 7001-8000	16.90	<b>17.25</b>	<b>17.55</b>	<b>17.85</b>	<b>18.30</b>
Class 2 - Over 8000	17.70	<b>18.05</b>	<b>18.35</b>	<b>18.65</b>	<b>19.10</b>

**B-1.02      Tier 3 - Hired after March 23, 2006**

Class 1 includes the titles of Mixer / Scaler, Oven Operator, Divider Operator, Receiver, Wrapping Machine Operator, Plant Sanitarian, Relief, Shipper.

Class 2 includes the title of Baker's Helper.

	Current	April 5, 2020 \$0.45	April 4, 2021 \$0.45	April 3, 2022 \$0.45	April 2, 2023 \$0.45
Class 1	18.20	18.65	19.10	19.55	20.00
	Current	April 5, 2020 \$0.35	April 4, 2021 \$0.30	April 3, 2022 \$0.30	April 2, 2023 \$0.45
Class 2 - 0-500*	14.20	14.55	14.85	15.15	15.60
Class 2 - 501-1000*	14.20	14.55	14.85	15.15	15.60
Class 2 - 1001-2000*	14.20	14.55	14.85	15.15	15.60
Class 2 - 2001-3000*	14.20	14.55	14.85	15.15	15.60
Class 2 - 3001-4000	14.20	14.55	14.85	15.15	15.60
Class 2 - 4001-5000	14.35	14.70	15.00	15.30	15.75
Class 2 - 5001-6000	14.85	15.20	15.50	15.80	16.25
Class 2 - 6001-7000	15.35	15.70	16.00	16.30	16.75
Class 2 - 7001-8000	15.85	16.20	16.50	16.80	17.25
Class 2 - Over 8000	16.40	16.75	17.05	17.35	17.80

**B-2      Overscale**

Overscale employees who are above top rate in their classification will not have their rate reduced by the signing of this Collective Agreement.

**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 two dollars (\$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-4 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 **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 **and twenty five cents (\$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.

The above mentioned premiums are subject to the employee providing the Company with satisfactory proof of certification; however the Company maintains the right to assess the employee's overall capability to perform the work. Upon determination by the Company that the employee has met the requirements as to the certification they will be paid the appropriate premium for hours worked. Should the Company cease the requirement to utilize the additional trade certificate, and then the premium shall be removed.

**APPENDIX "C"**

**MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832  
EDUCATION AND TRAINING TRUST FUND**

The Company agrees to contribute eight (8¢) cents per hour into the Manitoba Food & Commercial Workers, Local 832 Education and Training Trust Fund.

The hours for which the Company will contribute said amount will be the same as contributed for the Dental Plan and shall be remitted to the Union in the same manner.

## 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** 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 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.

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)
COMPANY NAME	TITLE	UNION/LOC. NO.	DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>
I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forfeited and used for the purposes of the United Food & Commercial Workers International Union and its affiliates. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I consent to the use of my personal information for the purposes of the Union. I consent to the use of my personal information for the purposes of the Union. I consent to the use of my personal information for the purposes of the Union.					
APPLICANT'S SIGNATURE			DATE SIGNED	LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.

## LETTER OF UNDERSTANDING

**BETWEEN:**

**BIMBO CANADA**, a body corporate carrying on business in the City of Winnipeg in the Province of Manitoba, hereinafter referred to as the "Company",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

### 1. Boiler Maintenance/Guarded Status

To the extent that current legislation remains unchanged, and to the extent that an employee is to be designated as being responsible for the Guarded Status testing of the boiler;

It is understood between the parties that required maintenance employees who are not 4<sup>th</sup> Class Power Engineers or higher but who are qualified may be designated as being responsible for Guarded Status testing of the boiler and as such will be paid a premium of fifty-seven (57¢) cents per hour for all time worked by **them** on a shift on which **they are** so designated.

It is further understood:

- (a) that an employee must hold a 5<sup>th</sup> Class (or better) Boiler Certificate valid in the Province of Manitoba in order to qualify for such designation;
- (b) that only one (1) employee will be designated in each 24 hour time period;
- (c) that maintenance of the boiler and Guarded Status testing is not exclusively bargaining unit work.

2. The Company, at its sole discretion, reserves the right to offer retirement or resignation allowances to existing employees.



**3. Sale of Business**

In the event the Employer agrees to a sale, lease or transfer of its Winnipeg Plant represented by the United Food and Commercial Workers Union, Local No. 832, the Employer shall advise the purchaser of the existence of a collective agreement and further advise of the relevant provisions of the Manitoba Labour Relations Act;

The Company shall not be held liable for any violation or alleged violation of this Agreement or the Act;

The Company agrees to notify the Union as far in advance as possible of any contemplated sale, lease or transfer.

**4. Maintenance Apprenticeship Program**

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

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS COLLECTIVE AGREEMENT.**

**SIGNED AT WINNIPEG THIS DAY OF , 2020.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## LETTER OF UNDERSTANDING

**BETWEEN:**

**BIMBO CANADA**, a body corporate carrying on business in the City of Winnipeg in the Province of Manitoba, hereinafter referred to as the "Company",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

### Joint Labour Management Meetings

During the course of negotiations leading to the renewal of the Collective Agreement in 2015, the parties discussed at length the importance of establishing and maintaining a mechanism of effective communication. As a result, the Company and the Union agree to form a committee of up to four (4) representatives of the union, selected by the union, one of which shall be the Chief Shop Steward or **their** designate and up to four (4) management representatives. Employees participating on this committee shall suffer no reduction in their pay. The full time Union Representative may also attend these meetings from time to time.

The Committee will meet on a monthly basis for the purposes of discussing matters of importance to the business, local issues and opportunities which may arise affecting the welfare of the associates, and the ongoing relationship of the parties. It is clearly understood by the parties that this forum of communication is NOT to discuss grievances.

Minutes of meetings shall be taken and signed by the Chief Shop Steward and the Company prior to them being posted and distributed to each member of the committee.

The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS COLLECTIVE AGREEMENT.**

**SIGNED AT WINNIPEG THIS**

**DAY OF \_\_\_\_\_, 2020.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## LETTER OF UNDERSTANDING

**BETWEEN:**

**BIMBO CANADA**, a body corporate carrying on business in the City of Winnipeg in the Province of Manitoba, hereinafter referred to as the "Company",

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**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.**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS COLLECTIVE AGREEMENT.**

**SIGNED AT WINNIPEG THIS**

**DAY OF \_\_\_\_\_, 2020.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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