

**GRUPO BIMBO CANADA**

FROM: January 1, 2024  
TO: December 31, 2029

# 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', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# GRUPO BIMBO CANADA

## Table of Contents

|                                                                                                           | <u>ARTICLE</u> | <u>PAGE</u> |
|-----------------------------------------------------------------------------------------------------------|----------------|-------------|
| Adjustment of Grievances                                                                                  | 25             | 30          |
| Associates' Lunch Period                                                                                  | 4.08           | 4           |
| Banking of General Holidays                                                                               | 6.05(b)        | 10          |
| Bargaining Agency                                                                                         | 1              | 1           |
| Basic Work Week                                                                                           | 4.02           | 3           |
| Bereavement Pay                                                                                           | 11             | 17          |
| Bimbo Canada Defined Contribution Pension Plan                                                            | Appendix A-6   | 43          |
| Bimbo Canada Group Registered Retirement Savings Plan (RRSP)                                              | Appendix A-7   | 43          |
| Boiler Maintenance/Guarded Status                                                                         | Ltr #1         | 50          |
| Breaks                                                                                                    | 4.09           | 4           |
| Bulletin Boards                                                                                           | 37             | 37          |
| Canadian Commercial Workers Industry Pension Plan                                                         | Appendix A-5   | 41          |
| Compassionate Leave                                                                                       | 15.06          | 20          |
| Court Appearance as a Witness for the Company and/or the Crown                                            | 36             | 37          |
| Court's Decision                                                                                          | 23             | 29          |
| Definition of Terms                                                                                       | 2              | 1           |
| Dental Plan, Pension Plan, Group Insurance Benefits, Drug Prescription Plan and Long Term Disability Plan | Appendix A     | 39          |
| Exhibit One                                                                                               | Form           | 54          |
| Expiration and Renewal                                                                                    | 38             | 38          |
| Full Time Associate's Daily Assigned Hours                                                                | 4.03           | 3           |
| General Holiday Pay                                                                                       | 6              | 7           |
| Health and Welfare Referral                                                                               | 34             | 36          |
| Health and Welfare Trust                                                                                  | Appendix A-2   | 40          |
| Healthcare Spending Account for Associates                                                                | Appendix A-3   | 41          |
| Higher Rate – Filling Vacancies                                                                           | 9              | 12          |
| Holiday Pay for Full-time Associates                                                                      | 6.01           | 7           |
| Holiday Pay for Part-time Associates                                                                      | 6.05(c)        | 10          |
| Job Posting                                                                                               | 20             | 26          |
| Job Protected Leaves                                                                                      | 15.07          | 20          |
| Joint Labour Management Meetings                                                                          | Ltr. #5        | 51          |
| Jury Duty/Selection                                                                                       | 31             | 36          |
| Leaves of Absence                                                                                         | 15             | 19          |
| Maintenance - Multiple Certifications                                                                     | Appendix B-4   | 48          |
| Maintenance Apprenticeship Program                                                                        | Ltr #4         | 51          |
| Management Rights and Functions                                                                           | 12             | 17          |
| Manitoba Food and Commercial Workers Dental Plan                                                          | Appendix A-1   | 39          |
| Manitoba Food and Commercial Workers, Local 832 Education                                                 |                |             |

|                                                           |              |    |
|-----------------------------------------------------------|--------------|----|
| Training and Trust Fund                                   | Appendix C   | 49 |
| Masculine, Feminine, and Gender Neutral, Definition of    | 2.01         | 1  |
| Maternity Leave                                           | 16.01        | 20 |
| Maternity/Parental/Adoption Leave                         | 16           | 20 |
| Merger of Business                                        | 27           | 32 |
| Minimum Call-in                                           | 4.10         | 4  |
| New Job Classification Established                        | 8.03         | 11 |
| Night Shift Rate                                          | 8.02         | 11 |
| No Discrimination/Harassment                              | 17           | 22 |
| No Split Shifts/Consecutive Hours Per Day                 | 4.07         | 4  |
| No Strikes or Lockouts, and Exceptions                    | 13           | 18 |
| Overscale Associates                                      | Appendix B-2 | 47 |
| Overtime Beyond Basic Work Week or Daily Assigned Hours   | 5.01         | 5  |
| Overtime Not to Be Equalized                              | 5.02         | 6  |
| Overtime-Daily and Weekly                                 | 5            | 5  |
| Parental/Adoption Leave                                   | 16.02        | 21 |
| Part-time Grandfathered in First Tier of Vacation         | Ltr. #7      | 52 |
| Payment for Meeting Attendance                            | 35           | 37 |
| Payment for Time Worked on General Holidays               | 6.05(a)      | 7  |
| Plural and Singular, Definition of                        | 2.02         | 1  |
| Probationary Period                                       | 18           | 22 |
| Reprimands                                                | 24           | 30 |
| Retirement or Resignation Allowances                      | Ltr. #2      | 50 |
| Safeguards for Associates and Health and Safety Committee | 21           | 28 |
| Sale of Business                                          | Ltr. #3      | 51 |
| Selection of and Arbitrator                               | 26           | 31 |
| Senior Associate "Skill & Ability Challenge"              | 20.02        | 27 |
| Seniority                                                 | 19           | 23 |
| Severance Pay                                             | 22           | 29 |
| Sick Leave                                                | Appendix A-4 | 41 |
| Sick Leave                                                | 30           | 34 |
| Supervisors                                               | 28           | 32 |
| Team Lead                                                 | Appendix B-3 | 47 |
| Technological Change                                      | 29           | 32 |
| Tier 2 and Tier 3 Title Change 2029                       | Ltr. #8      | 53 |
| Tools for Maintenance Personnel                           | 33           | 36 |
| Transportation for Associates Outside Bus Service         | 7            | 11 |
| Transportation to be Authorized                           | 7.02         | 11 |
| Union Representative and Shop Stewards                    | 14           | 18 |
| Union Security                                            | 3            | 2  |
| Vacation Pay – Part-time                                  | 10.10        | 16 |
| Vacation Selection – Full-time                            | 10.07        | 14 |
| Vacations with Pay                                        | 10           | 12 |
| Wages and Classifications                                 | Appendix B   | 45 |
| Wages and Shift Premiums                                  | 8            | 11 |
| Whites and Uniforms                                       | 32           | 36 |
| Work Scheduling                                           | 4            | 2  |

EXPIRY DATE: DEC 31, 2029

**AGREEMENT BETWEEN:**

**GRUPO 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".

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

**ARTICLE 1 BARGAINING AGENCY**

1.01 The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all **associates**, 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.

**ARTICLE 2 DEFINITION OF TERMS**

2.01 The use of masculine terms throughout the Collective Agreement shall also include the feminine, **and gender-neutral terms**.

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.

2.03 Throughout this collective agreement, the term, "Associates" will mean "Employee". The use of "Associate" will not dilute the meaning of "Employee" in any legal sense.

### **ARTICLE 3**      **UNION SECURITY**

3.01                    The Company agrees that all **associates** 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 **associates** who are not members of the Union, provided said non- members, whether part-time, full-time **or seasonal**, 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 **associate** and rehired **associate** at the time of employment with a form letter outlining to the **associate** 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 **associates** 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 **associates** 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, rate of pay **start date, seniority date** of all **associates** covered by this Agreement who are hired or are terminated from employment during the previous **quarter** 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.

### **ARTICLE 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 **Article** 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 **associates** 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 Associate's Daily Assigned Hours**

The Company will assign each full-time **associate** 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 **associates** 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 **associate** where the **associate** requests less time off and same is agreeable to the Company.

4.05 Shift schedules for all **associates** 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 **associates** affected. Emergency shall mean an **associate** 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 **associate's** shift for the day shall be comprised of consecutive hours of work. In the event an **associate** 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-**article**. Furthermore, the **associate's** schedule will not be altered by reason of such approved leave.

4.08

**Associates' Lunch Period**

A lunch period of thirty (30) minutes without pay shall be allowed to each **associate** working a shift of seven and a half (7.5) or more hours at approximately midway in the shift. If an **associate** 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 **associate** at approximately midway in each half shift. If an **associate** 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, **associates** 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 **associate** during each 1/3<sup>rd</sup> of the shift *(for purposes of clarification, associates on a 10 hour shift are entitled to three (3) paid breaks of fifteen (15) minute duration)*. If an **associate** 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 **associate** shall be called in to work for less than four (4) hours in any one day. Provided that the **associate** 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 **four (4)** 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 **associates** are called in to work, and if the **associate** cannot be reached, the Shop Steward will upon request be provided with a list of those **associates** that could not be reached and the time the attempt was made.

4.12 Full-time **associates** 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 **associates** 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 **associates** and may not apply to non-production **associates**.

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.

## **ARTICLE 5 OVERTIME – DAILY & WEEKLY**

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

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

**Associates** 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 **two (2)** hours with double (2X) time thereafter.

Time and one-half (1½) will be paid for all time an **associate** 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**

**Associates** 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 **associates** on the shift in the department to the extent that the more senior **associate'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 **associate** in the position that requires overtime work. If they refuse, it will be offered to the next **associate** in order of seniority from **associates** on the same shift and in the same classification in the department. If no one accepts the overtime the junior qualified **associates** including those in relief positions must work the overtime as directed by the Company, subject to the limitation in sub-article 5.04. For the purposes of this **Article**, "department" shall mean: Production, Bagging, Plant Outbound/Shipping, Sanitation and Maintenance.

5.04 The Company agrees that it will not schedule any **associate** 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. **It is understood that general holiday hours worked, do not count towards the twenty-four (24) hour monthly limit.** 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 **associate(s)** work it. No **associate** working a ten (10) hour shift will be forced to work past **two (2)** hours unless mutually agreed upon. Overtime beyond these daily and monthly limitations shall be by mutual agreement between the **associates** and the Company, **and there shall be no limit on overtime hours that associates work on a voluntary basis.**

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 **associate** is properly qualified to do the work.

5.06 **Trained full-time sanitation associates in posted positions will have the ability to continue working in their position for the remainder of their scheduled shift, regardless of their plant seniority, if there is shortage of work in other areas, unless there are more senior associates on-shift who already have the skill and ability to perform all the tasks in sanitation. The Company may move other senior associates to do other jobs in the plant at their discretion during low demand.**

## **ARTICLE 6**      **GENERAL HOLIDAY PAY**

### **6.01**                      **Full-time Associates**

The following days shall be considered general holidays.

|                |                                                  |
|----------------|--------------------------------------------------|
| New Year's Day | Civic Holiday (in August)                        |
| Louis Riel Day | <b>National Day for Truth and Reconciliation</b> |
| Good Friday    | Labour Day                                       |
| Victoria Day   | Remembrance Day                                  |
| Canada Day     | Thanksgiving Day                                 |
| Boxing Day     | Christmas Day                                    |

and all other holidays declared by the Provincial Government.

**6.02**                      In order for an **associate** 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 **associate** on leave of absence (except **associates** disentitled for general holiday pay as set out in the following paragraph) granted by the Company, at the request of the **associate**, 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 **associate** 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 sub-**article** 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 **associates**:

- 1) If the general holiday falls on the **associate's** scheduled day of work, the **associate** 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 **associates** averaging 32 hours of pay or more per week in the four (4) weeks preceding the general holiday will be given holiday pay (7.5 or 9.5 hours depending on schedule) at regular time OR **scheduled** such holiday time at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** will be required to work all their other regularly scheduled days of work that week at regular time.
- b) Part time **associates** averaging 20 hours but less than 32 hours of pay per week in the four (4) weeks preceding the general holiday, will be given holiday pay (6 hours) at regular time OR **scheduled** such holiday time at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** will be required to work all their other regularly scheduled days of work that week at regular time.
- c) Part time **associates** averaging 10 hours but less than 20 hours of pay per week in the four (4) weeks preceding the general holiday, will be given holiday pay (3 hours) at regular time OR **scheduled** such holiday time at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** 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 **associate X** is scheduled to work Sunday to Thursday, 5 x 8 hour shifts. **Associate X** works Sunday at regular time. **Associate X** works Monday (ie. the Victoria Day holiday) and receives 7.5 hours at the 1.5x rate for all hours worked on Monday. **Associate X** then works their regularly scheduled shifts from Tuesday to Thursday at regular time. **Associate X then is scheduled off 7.5 hours in lieu of the general holiday the following week.***

- 2) If the general holiday falls on a day that is NOT the **associate's** scheduled day of work:
- a) Full time and Part time **associates** averaging 32 hours of pay per week in the four (4) weeks preceding the general holiday, will be given holiday pay (6 hours) at regular time OR **scheduled** such holiday **time** at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** will be required to work all their other regularly scheduled days of work that week at regular time.
  - b) Part time **associates** averaging 20 hours of pay per week but less than 32 hours of pay per week in the four (4) weeks preceding the general holiday, will be given holiday pay (6 hours) at regular time OR **scheduled** such holiday **time** at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** will be required to work all their other regularly scheduled days of work that week at regular time.
  - c) Part time **associates** averaging 10 hours but less than 20 hours of pay per week in the four (4) weeks preceding the general holiday, will be given holiday pay (3 hours) at regular time OR **scheduled** such holiday **time** at regular time **the week before, the week of, or the week following the general holiday. The Company will endeavor to schedule general holidays around existing days off subject to business requirements.** For purposes of clarification the **associate** 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 **associate X** is scheduled to work Tuesday to Saturday, 5 x 8 hour shifts. **Associate X** does not work on Monday (i.e. the Victoria Day holiday). **Associate X** to receive 7.5 hours of general holiday pay (in place of Victoria Day) at regular time that week. **Associate X** then works their regularly scheduled shifts from Tuesday to Saturday at regular time. **Associate X** then is scheduled off 7.5 hours in lieu of the general holiday the following week.*

6.05 (b)

**Banking of General Holidays**

An **associate** may request to bank **the following** general holidays **and** must do so in writing:

**Victoria Day**  
**Canada Day**  
**Civic Holiday (in August)**  
**Labour Day**

A full time **associate** wishing to bank **any of these** general holidays **listed above** 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 **associate** wishing to bank **any of these** 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 **associate** 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 **associate** in any calendar year

Should the **associate** not request to bank **any of the** general holiday **listed above**, three (3) weeks in advance 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 **associate** will be paid out for such days by the end of January of the following year.

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

In order to qualify for general holiday pay, a part-time **associate** 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. **Associates** granted leave of absence will not qualify for general holiday pay.

## **ARTICLE 7                   TRANSPORTATION FOR ASSOCIATES OUTSIDE BUS SERVICE**

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

### **7.02                   Transportation to be Authorized**

**Associates** 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 **Article**.

7.03                   In the event the privilege as defined in 7.01 and 7.02 above is abused by any individual **associate**, the Company reserves the right to cancel same as it affects the offending **associate**. **Any abuse will be treated as theft and subject to discipline.**

## **ARTICLE 8                   WAGES AND SHIFT PREMIUMS**

8.01                   The minimum hourly rate of wages for all **associates** covered under this Agreement shall be as set out in Appendix "B", provided that where an individual **associate'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 **associates** 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 **January 1, 2024**, all work performed between the hours of 9:00 PM and 6:00 AM shall receive an additional night shift premium of **seventy-five cents (\$0.75)** 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 **Articles** of this Agreement.

## **ARTICLE 9**            **HIGHER RATE - FILLING VACANCIES**

9.01            Any **associate** temporarily required to fill a position in respect of which the rate of pay is higher than his regular rate shall not be entitled to the higher rate until such time as he has completed **fifteen (15)** working days, either consecutively or intermittently, in the higher rated classification. Upon completion of the **fifteen (15)** working days any such **associate** 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 he fills such position, receive as a minimum the minimum rate for the classification. In the event of any **associate** rendering temporary service in a position ordinarily paying a lesser wage, his regular rate shall not be reduced during this period. A "working day" or "a full assigned daily shift" shall for the purpose of this **Article** be defined as 4 consecutive hours or more.

### 9.02            **Higher Rate – Filling Vacancies**

A Class 2 **Associate** 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.

## **ARTICLE 10**            **VACATIONS WITH PAY**

10.01            Effective the first pay beginning in 2016, all **associates** will be deemed to be on an accrual vacation policy in accordance with **Articles** 10.03 and 10.04 as applicable. Accrual policy means that **associates** 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 **associate** 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 **associate** who, as of January 1, 2016 has 19 years of completed service, is entitled to 6 weeks' vacation. This **associate** 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 **associate** would be paid \$925.20.

An exception to the T4 calculation will be considered for **associates** 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 **associates** 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 **associates** 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 **associates** 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 **associates** 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 **associate** becomes confined to their home or in the hospital due to serious illness or injury while on vacation, the **associate** may file a claim for Weekly Indemnity benefits and the balance of the **associate's** vacation will be rescheduled at a time that is available following the **associate's** return to work subject to 10.04 above. In the event that the **associate's** claim for Weekly Indemnity is accepted, any waiting period not paid for by the Group Plan will be paid out of the **associate's** accrued sick leave if the **associate** has sufficient hours accrued under the Sick Leave Bank.

10.06 When a general holiday occurs during the period of a full-time **associate's** vacation, said **associate** 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.

**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 **associates** 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 **associate** 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 **associates**, in order of seniority, and ask them to select a vacation period.
- (iii) Each **associate** 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 **associate** 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 **associate** 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 **associate's** shift the day prior is no longer available when the **associate** is approached for their choice, the Company will grant the **associate** 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 **associates** 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 **associate's** vacation be changed if the **associate** 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) **associates** and a maximum of one (1) Maintenance **associate** 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 **associate(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 **associates** to voluntarily change their vacation requests. In the event that there are insufficient qualified volunteers, the most junior qualified **associate(s)** may have their vacation requests denied. Any **associate** impacted by the above must select an open week(s) on the vacation schedule.

10.08 Any **associate** 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 **associate**. **If the absence is greater than three (3) weeks, it is the onus of the associate to check their schedule prior to the end of their vacation to be made aware of any scheduling changes.** Part-time **associates** 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 **associate's** answering machine in the presence of a shop steward will be deemed to be a "contact". **If the associate does not have or the Company is otherwise unable to access the associate's answering machine or voicemail, the Company shall be deemed to have contacted the associate for the purpose of this Article provided a shop steward was present for the call.**

10.09 The Company will recognize seniority in accordance with the Seniority **Article** 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 **associate** their vacation period. For purposes of clarification, this means that an **associate's** job classification is a relevant consideration in accommodating their choice of vacation period. **Should an associate change position due to the job posting process, their vacation will be reviewed and if there is a conflict with vacation already scheduled by current associates in the same job classification, the associate moving into the job, may be required to change their scheduled vacation week(s).**

**Part-time**

The amount of vacation pay a part time **associate** 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 **associate** who, as of December 31, 2015 has 19 years of completed service, is entitled to 10% vacation pay. This **associate** 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 **associates** 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 **associates** 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 **associate** becomes a full-time **associate**, all hours worked and/or paid to the part-time **associate** while they were a part-time **associate** shall be credited to the now full-time **associate** 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 **associate** who worked for the Company for eight years as a part-time **associate** before posting into a full-time position has 15,000 hours worked. That **associate** will receive credit of  $(15,000/1950= 7.69 \text{ years})$ . 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 **associate** 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.*

## **ARTICLE 11           BEREAVEMENT PAY**

11.01           An **associate** 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. **Associates** 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 **associate** 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 **associate**.

## **ARTICLE 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 **associates** and to require **associates** to observe Company rules and regulations; to hire; lay off or assign **associates'** working hours; transfer; promote; demote, discipline, suspend or discharge **associates** 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.

### **ARTICLE 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.

### **ARTICLE 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 **associate** 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 **associate** 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 **associates** 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.

## **ARTICLE 15 LEAVES OF ABSENCE**

15.01 An **associate** 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 **associate**, with the Company thus involved, would be that of re-employment with the Company, in their former classification.

15.02 One (1) **associate** 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) **associate** for every one hundred (100) **associates**, 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 **associate** 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 **associate'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) **associates** 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 **associates**, 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 **associate** 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 **associate** 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 **associate who has been employed for the last seven (7) months** shall be granted a maternity leave of absence by the Company. Said **associate** 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 **associate** 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 **associate** 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 **associates** under the same conditions as these benefits are granted to other disabled **associates** who qualify under the terms of the Plan(s).



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

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

- (a) who,
  - (i) becomes the natural **parent** of a child,
  - (ii) assumes actual care and custody of **their** 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 **associate** 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 **associate**. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the **associate** agree otherwise.

**(3) Late Application for Parental Leave**

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

(4) Reinstatement of **Associate**

An **associate** who wishes to resume employment on the expiration of leave granted in accordance with this **Article** 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 **associates** who qualify under group insurance may elect to continue to pay the premium themselves during their leave.

**ARTICLE 17 NO DISCRIMINATION/HARASSMENT**

17.01 No **associate** 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 **associate** 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.

**ARTICLE 18 PROBATIONARY PERIOD**

18.01 **Associates** 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 **six hundred and eighty (680)** hours worked with the Company. During an **associate'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 **associate** nor the Union shall have recourse to Grievance or Arbitration procedures. In the case of new **associates** hired as Maintenance **associates**, the probationary period will be six (6) calendar months.

## **ARTICLE 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 **associates** 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 **associates** 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 **Article**.

- b)      Part-time seniority shall mean length of continuous employment commencing from their most recent date of hire, excluding any service as a seasonal **associate**. Part-time **associates** 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 **associate** is hired with the Company. Seasonal **associates** will be hired specifically for the “prime” season when volume increases. Seasonal **associates** may be hired in advance of the volume increasing in the facility to accommodate training needs. Seasonal **associates** will specifically have a termination date of employment written in their employment offer, however at the Company’s sole discretion seasonal **associates** may be rehired as a part-time **associates** after their seasonal employment with the Company has ended. Should the Company change the termination date from the original employment offer, **associates** shall be provided reasonable notice specified by *the Manitoba Employment Standards Code CCSM. c. E110*. Seasonal **associates** proceeding to part-time will be placed on the bottom of the part-time seniority list. Seasonal **associates** 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 **associates** are considered senior to part-time **associates** and seasonal **associates**, and, part-time **associates** are considered senior to seasonal **associates**.

- e) Seniority will accrue only within the bargaining unit.
- f) The parties agree that, pursuant to **Article 19 - Seniority**, Maintenance Department **associates** will only exercise seniority among other Maintenance Department **associates**, and **all other plant associates** only among other **plant associates**.

19.02 Seniority shall be considered broken and services terminated if an **associate**:

- 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 **associate** 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 **associate**. 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 **associates**. 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 **associate** under consideration has the skill, ability, efficiency and physical condition to perform the work.

19.04 When a vacancy occurs consistent with **Article 20**, the classification and shift shall be posted and filled on a bargaining unit wide basis consistent with **Article 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 **associates** 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 **associates** 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 **Article 19.04** does not apply to part time or seasonal **associates**; however, the Company, when assigning shifts to part time or seasonal **associates**, assign the shifts on the basis of seniority (within the part time or seasonal seniority group), provided the part time or seasonal **associate** 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 **associates** becomes necessary, seniority shall be the guiding factor so long as it does not prevent the Company from maintaining a working force of **associates** who are qualified and willing to do the work which is available.

Full-time **associates** 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 **associates** 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 **associates** shall be in writing and giving the reasons. No full-time **associate** will be laid off until all the part-time **and seasonal associates** have been previously laid-off.

19.06 In the restoration of full-time or part-time **associates** those laid off will be afforded an opportunity of re-employment according to seniority prior to hiring new **associates** for a period equal to the **associate'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 **associate** by telephone, who is eligible for recall following a layoff, the Company may call the next eligible **associate**. Where the said recall does not involve the first eligible **associate** at least for more than one (1) working day, the Chief Shop Steward will be notified of the circumstances.

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

**Full-time, Part-time and Seasonal**

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

## **ARTICLE 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 **associates** 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 **associates** will be entitled to apply for Production Department vacancies; and Maintenance Department **associates** will be entitled to apply for Maintenance Department vacancies. If, in the opinion of the Company, it would be beneficial to the **associate** and/or the organization, a Maintenance Department **associate** 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 **associates** are relatively equal and 19.01 (d) does not apply.

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

                                If an **associate** submits an application and said **associate** 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 **associate** can bid for any additional job postings that become available with no barring or limitations.

If an **associate** submits an application and said **associate** 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 **associate** will be eligible for one (1) further bid in the next twelve (12) month rolling period.

If an **associate** 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 Associate “Skill & Ability Challenge”**

Should a senior **associate**, 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 **their career with the Company** shall they get the ability to demonstrate that they possess the skill and ability required for the job, through the Senior **associate** “challenge”. The Senior **associate** 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**. **The senior associate’s challenge shall be deemed not used, should there be no application from a junior qualified associate.** Should the senior **associate** 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 **thirty (30)** days of being awarded the job unless it is mutually agreed between the Company and the Union to extend this period.

20.05                   Any **associate** who may be absent due to illness—or leave of absence, **may, upon their return to active employment (not modified duties), review jobs that were posted during their leave or the preceding fifteen (15) calendar days, whichever is less, submit an application should they have the seniority and qualifications to do so.**

**Any associate who may be absent due to vacation, may prior to their leave, give written notice of their intention to bid on specific job postings to a Shop Steward and Senior Plant Supervisor who will then apply on their behalf.**

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 **associate** 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 **associate** concerned has qualified under **Article** 9.01.

An **associate** 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 **associates** who had applied to the original posting.

20.08 This **Article** 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 **Article** 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 **associate** filling the temporary vacancy will be returned to their former position.

## **ARTICLE 21 SAFEGUARDS FOR ASSOCIATES 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 **associates** and the **associates** 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 **Associates** and the Union will co-operate fully to promote safe work practices, health conditions, and the enforcement of safety rules and procedures.

All **Associates** of Bimbo Canada are safety leaders. Every **Associate** 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) **associates**, and one (1) alternate, appointed by the Union to meet with management a maximum of once per month during working hours. Said **associates**, as appointed by the Union, shall be on the same shift.

21.03 The Company agrees to pay any **associate** injured during a shift for the balance of the **associate'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 **associate**. Existing **associates** will be provided a copy of the Company policy on an annual basis.

## **ARTICLE 22 SEVERANCE PAY**

22.01 In the event of amalgamation, permanent closure of plant or department thereof, or automation, causing full-time **associates** to lose employment, full-time **associates** shall be paid severance pay as follows, in addition to the regular week's notice, or pay in lieu thereof, to which **associates** 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 **Article** 22.01(ii) is to be paid in addition to the amount set out in **Article** 22.01(i). An **associate** 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 **associate** 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 **associate** 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.

## **ARTICLE 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.

## **ARTICLE 24**      **REPRIMANDS**

24.01                    The Shop Steward of the **associate's** choice who is at work at the time or in the absence of a Shop Steward, another **associate** from the bargaining unit who is at work at the time, chosen by the **associate** 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 **associate's** personnel file;
- (b)      is suspended or discharged.

                             In unusual circumstances, where it is necessary for the Company to advise an **associate** by **e-mail or mail if no e-mail on file**, of discharge, the Union office will be **e-mailed** a copy of such notice.

24.02                    The **associate** will be given a copy of such reprimand which is to be entered on the **associate'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 **associates** shall be in writing giving the reason.

## **ARTICLE 25**      **ADJUSTMENT OF GRIEVANCES**

25.01                    Any complaint, disagreement or difference of opinion between the Company and the Union, or the **associates** 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 **associate**, 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 **associates** 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 **associate** and their Shop Steward, or Chief Shop Steward, who shall then take the matter to the **associate'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 **Article 26**.

## **ARTICLE 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 theirs 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.

## **ARTICLE 27 MERGER OF BUSINESS**

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

## **ARTICLE 28 SUPERVISORS**

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

## **ARTICLE 29 TECHNOLOGICAL CHANGE**

29.01 Where the Company introduces automatic equipment or any new technology which may cause part-time or full-time **associates** 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 **associate** with one (1) or more years of service who is displaced shall exercise their seniority by bumping in the following sequence(s):

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

1. The **associate** 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 **associate** with no ability to bump another **associate** 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> **associate** 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 **associate** with no ability to bump another **associate** 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> **associate** 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 **associate** with no ability to bump another **associate** 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> **associate** 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 **associate** with no ability to bump another **associate** 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> **associate** 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 **associate** with no ability to bump another **associate** 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> **associate** who has been bumped out of their job shall then displace the most junior full-time **associate** in the plant (excluding Maintenance).
7. The junior full-time **associate** in the plant will then be placed on the part-time **associate** 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 **associates** 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 **associate** 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 **associate** 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 **associate** 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 **Article 22**.

29.04 If an **associate** refuses part-time employment, they shall be considered to have terminated employment with the Company. Any full-time **associate** 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 **associates** 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 **associates** with less than one (1) year's seniority, and part-time **associates**. If it is not possible, said **associates** will be terminated, using *the Employment Standards Code* as the basis of notice required or pay in lieu of notice.

29.07 This **Article** is intended to assist **associates** affected by any technological change and accordingly **Articles 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.

## **ARTICLE 30**      **SICK LEAVE**

30.01 After three (3) months' full-time service, full-time **associates** 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, **associates** must have actually worked three-quarters (¾) of the available hours during the month, but time off work not to include vacations with pay or general holidays.

30.03 Part-time **associates** 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 **associate** is on an approved Union leave of absence.

30.04 All **associates** , whether or not they qualify for sick leave coverage, must notify the supervisor on shift as soon as possible and **associates** 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 **associate** 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, **associates** 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 **associate** 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 **associate** will be returned to work not necessarily on their regular job or shift. However, the returning **associate** will receive their regular rate of pay.

30.05 **Associates will be allowed to use up to twenty-two and a half (22.5) hours for those on scheduled eight (8) hour shifts and 28.5 hours for those on scheduled ten (10) hour shifts of their accumulated sick leave per year as Family Leave days. Associates can take family leave to deal with the needs of their family. Where possible, this will be arranged in advance. Associates need to tell the Company when they are taking family leave days. Reasonable verification may be requested by the Company and will be different from case to case. For example, a doctor's note may be needed in some cases, but not in others. The intent is to reasonably confirm the associate is dealing with the needs of their family during the leave.**

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

30.07 The Company retains the right to request an **associate** to provide a doctor's note in order to substantiate an absence. However, the Company will ask the **associate** to provide a doctor's note only when there are suspicious circumstances, including but not limited to: pattern absenteeism (a trend where an **associate** is calling in sick on the same days of the week and/or around a weekend); when an **associate** 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 **associates** calling in sick; if an **associate** has an absenteeism rate much higher than the posted plant average.

## **ARTICLE 31**      **JURY DUTY / SELECTION**

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

## **ARTICLE 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 **associates**. 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 **associates**, 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

**32.03                      New associates will be eligible for reimbursement once they have successfully passed probation.**

## **ARTICLE 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.

## **ARTICLE 34**      **HEALTH AND WELFARE**

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



## **ARTICLE 35**      **PAYMENT FOR MEETING ATTENDANCE**

35.01                      When the Company requires an **associate** 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 **all** meetings, where attendance by an **associate** is voluntary.

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

36.01                      **Associates** 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 **associates** 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.

## **ARTICLE 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.

## **ARTICLE 38            EXPIRATION AND RENEWAL**

38.01                      This Agreement shall be effective from January 1, **2024** and shall remain in force until December 31, **2029** 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            18<sup>th</sup>            DAY OF            DECEMBER , 2023.**

**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-seven (\$0.37)** cents per hour for regular hours paid, sick pay (not including Weekly Indemnity), full-time **associates'** vacation as entitled under Sub-article 10.03, and General Holidays, to the maximum of the basic work week in respect to all **associates** 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 **every other** year in addition to the **thirty-seven (\$0.37)** cents per hour referenced in A-1.01, to a maximum of **forty (\$0.40)** cents per hour, only when the Trustees of the Manitoba Food & Commercial Workers Dental Plan require the one (1¢) cent per hour increase to go to the next annual dental fee schedule.

**Current - \$0.37**

**Effective Sunday, April 6, 2025- \$0.38**

**Effective- Sunday, April 4, 2027- \$0.39**

**Effective- Sunday, April 1, 2029- \$0.40**

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 **sixty-one (\$0.61)** cents per hour for all regular hours paid, sick pay (not including weekly indemnity), full-time **associates'** vacation as entitled under sub-**article** 10.02, and general holidays, to the maximum of the basic work week in respect to all **associates** 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:

**Effective January 1, 2024- sixty-one (\$0.61) cents per hour.  
Each Year on Anniversary of Contract expiry an increase of two (\$0.02) cents per hour .**

- (b)    Subject to (c) and (d) below, the eligibility and benefits for eligible **associates** shall be in accordance with the Plan and as determined by the Trustees.
- (c)    Full-time **associates** shall be covered by the Trusteed Health and Welfare Plan after three (3) months of full-time employment. Part-time **associates** 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 **associate** 3 months is intended to mean 13 consecutive weeks). **Associates** 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 **associate** 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. **Associates** 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 **associates** 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 **associate** 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 Associates**

A-3.01 Effective January 1, **2024**, all **associates** who have completed one year of continuous service with the Company will be provided with an annual **\$150.00** Healthcare Spending Account (HSA) – the Company will work with **Blue Cross or Sun Life** in order to facilitate the implementation of this benefit. Expenses eligible for reimbursement under the HSA are defined by the Canada Revenue Agency.

### **A-4 Sick Leave**

A-4.01 The Company shall apply (for full-time **associates** 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 **associate'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 **twenty-five (\$0.25) cents per hour** for all hours worked or paid by the Employer to its **associates** 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.

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 **associate**.

Contributions paid with respect to part-time vacation pay shall be remitted on an annual basis within one (1) calendar month of part-time **associates** receiving their vacation pay. It is understood that contributions paid with respect to part-time vacation pay shall only be made on behalf of **associates** 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 **associate** 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 **associate** with 40 additional hours and receive 40 x the applicable contribution rate from the Employer. Therefore, for the previous year, the **associate**, in this example, would be credited with a total of 1040 hours.

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

A-5.02 Contributions, along with a list of **associates** for whom they have been made, the amount of the weekly contribution for each **associate** 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, **Article 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 **associates** 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 **associate's** pensionable earnings into this plan.

### **A-6.02 Associate Contributions**

Effective Sunday, June 4, 2017, **associate** contributions for all full time and part time **associates** in the bargaining unit who participate in the plan will become mandatory. **Associate** 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 **associates** hired after October 2, 2015 will be required to join the plan after completing 2 years of continuous service.

A-6.05 **Associates** 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 **associates** 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 **associate**. For **associates** hired after October 2, 2015, **associates** can enroll in the RRSP plan when they are eligible to join the pension plan.

**A-8** Should an **associate** 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

|                               | <b>2-Apr-2023</b> | <b>7-Apr-2024</b> | <b>6-Apr-2025</b> | <b>5-Apr-2026</b> | <b>4-Apr-2027</b> | <b>2-Apr-2028</b> | <b>1-Apr-2029</b> |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b><u>Maintenance</u></b>     |                   |                   |                   |                   |                   |                   |                   |
| Ticketed                      | \$40.50           | \$42.25           | \$43.50           | \$44.75           | \$45.75           | \$46.75           | \$47.75           |
| Unticketed<br>(0-475 hours)   | \$22.14           | \$23.89           | \$25.14           | \$26.39           | \$27.39           | \$28.39           | \$29.39           |
| Unticketed<br>(476-950 hours) | \$23.31           | \$25.06           | \$26.31           | \$27.56           | \$28.56           | \$29.56           | \$30.56           |
| Unticketed<br>(951+ hours)    | \$26.94           | \$28.69           | \$29.94           | \$31.19           | \$32.19           | \$33.19           | \$34.19           |

|                          | <b>2-Apr-2023</b> | <b>7-Apr-2024</b> | <b>6-Apr-2025</b> | <b>5-Apr-2026</b> | <b>4-Apr-2027</b> | <b>2-Apr-2028</b> | <b>1-Apr-2029</b> |
|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b><u>Tier 1</u></b>     |                   |                   |                   |                   |                   |                   |                   |
| Mixer/Scaler             | \$24.17           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Oven Operator            | \$24.17           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Divider Operator         | \$24.05           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Receiver                 | \$24.05           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Wrap Machine<br>Operator | \$24.05           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Relief                   | \$24.17           | \$25.32           | \$25.97           | \$26.62           | \$27.27           | \$27.92           | \$28.57           |
| Sani Cleaner             | \$22.48           | \$23.63           | \$24.28           | \$24.93           | \$25.58           | \$26.23           | \$26.88           |
| Baker's Helper           | \$22.08           | \$22.83           | \$23.43           | \$24.03           | \$24.63           | \$25.23           | \$25.83           |

\*\*\*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 Article 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, and Relief, Shipper.

Class 2 includes the title Baker's Helper.

|                      | <b>2-Apr-2023</b> | <b>7-Apr-2024</b> | <b>6-Apr-2025</b> | <b>5-Apr-2026</b> | <b>4-Apr-2027</b> | <b>2-Apr-2028</b> | <b>1-Apr-2029</b> |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b><u>Tier 2</u></b> |                   |                   |                   |                   |                   |                   |                   |
| Class 1              | \$21.00           | \$22.27           | \$23.53           | \$24.79           | \$26.05           | \$27.31           | \$28.57           |
| Class 2              | \$19.10           | \$20.23           | \$21.35           | \$22.47           | \$23.59           | \$24.71           | \$25.83           |

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, Relief, Shipper.

Class 2 includes the title of Baker's Helper.

|                      | <b>2-Apr-2023</b> | <b>7-Apr-2024</b> | <b>6-Apr-2025</b> | <b>5-Apr-2026</b> | <b>4-Apr-2027</b> | <b>2-Apr-2028</b> | <b>1-Apr-2029</b> |
|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b><u>Tier 3</u></b> |                   |                   |                   |                   |                   |                   |                   |
| Class 1              | \$20.00           | \$21.00           | \$22.00           | \$23.00           | \$24.00           | \$24.75           | \$25.25           |
| Class 2 – Start      |                   | \$17.95           | \$18.70           | \$19.45           | \$20.20           | \$20.70           | \$21.20           |
| Class 2 – 6 months   |                   | \$18.05           | \$18.80           | \$19.55           | \$20.30           | \$20.80           | \$21.30           |
| Class 2 – 12 months  |                   | \$18.15           | \$18.90           | \$19.65           | \$20.40           | \$20.90           | \$21.40           |
| Class 2 – 18 months  |                   | \$18.25           | \$19.00           | \$19.75           | \$20.50           | \$21.00           | \$21.50           |
| Class 2 – 24 months  |                   | \$18.35           | \$19.10           | \$19.85           | \$20.60           | \$21.10           | \$21.60           |
| Class 2 – 30 months  |                   | \$18.45           | \$19.20           | \$19.95           | \$20.70           | \$21.20           | \$21.70           |
| Class 2 – 36 months  |                   | \$18.55           | \$19.30           | \$20.05           | \$20.80           | \$21.30           | \$21.80           |

**Tier 3 Class 2 starting rates to 7000 hours will remain at \$17.20 those with 7001 to 8000 hours will be \$17.25 and those with Over 8000 hours will be \$17.80 until April 6, 2024 at which point employees will move to the monthly wage grid.**

## **B-2      Overscale**

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

## **B-3      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 where they are assigned

**Effective 2025 vacation picks, Production Team Leads will pick their vacation by seniority after plant supervisors. All other Team Leads will continue to pick their vacation within the departmental group where they are assigned.**

#### **B-4 Maintenance – Multiple Certifications**

Effective Sunday, January 3, 2016, **associates** 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 **associate** providing the Company with satisfactory proof of certification; however the Company maintains the right to assess the **associate's** overall capability to perform the work. Upon determination by the Company that the **associate** 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.

## LETTER OF UNDERSTANDING

**BETWEEN:**

**GRUPO 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 **associate** is to be designated as being responsible for the Guarded Status testing of the boiler;

It is understood between the parties that required maintenance **associates** 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 **associate** 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) **associate** 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 **associates**.

### **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 **associate**.

### **5. 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. **Associates** 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.

**6.** 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 **associates** 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.

## **7. Grandfathered Tier 1 Associates – Lump Sum Payments**

**Beginning year 2 – April 2025, lump sums will be paid out semi-annually, less deductions required by law, on the first Sunday of the corresponding month to the following associates, if they remain actively employed by the Company at the time of payout:**

- Mike Bisesi
- Kenneth Jacob
- Tim Filiatrault
- Wayne Anderson
- Debbie Baydak
- Philip Demetriooff
- Wayne Bosko
- Dean Wojcik
- Richard Zybert
- Ravinder Sodhi
- Patrick Grant



Year 2 (April 2025) - \$1,000 per annum paid semi-annually (April, October)

Year 3 (April 2026) - \$1,000 per annum paid semi-annually (April, October)

Year 4 (April 2027) - \$1,000 per annum paid semi-annually (April, October)

Year 5 (April 2028) - \$1,000 per annum paid semi-annually (April, October)

Year 6 (April 2029) - \$1,000 per annum paid semi-annually (April, October)

If an associate retires in years 2025-2029 and before the remaining Year lump sum is paid out the remaining amount will be paid out on their last cheque. For example: If an associate listed above retires May 1, 2026 they would receive the October 2026 \$500 lump sum payment on their last cheque.

#### **8. Tier 2 and Tier 3 Title Change 2029**

During the negotiations the Company and Union agreed that existing Tier 2 associates as of April 1, 2029, will become part of the Tier 1 group of associates. In addition, at that time, existing Tier 3 associates will now be re-labeled as "Tier 2" and will keep the Tier 3 wage progression scale as negotiated.

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

SIGNED AT WINNIPEG THIS 18<sup>th</sup> DAY OF DECEMBER, 2023.

**FOR THE UNION:**

**FOR THE COMPANY:**

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## EXHIBIT ONE

### TO: THE NEW ASSOCIATE:

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 **Grupo Bimbo Canada** contain the following statements:

“The Company shall be free to hire **associates** 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 **associate** 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 **associates**’ 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 **associates** 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 **associates** and name changes of **associates** and any changes of address or telephone number of any **associate** 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   | UFCW LOCAL 832                                                        |          | United Food & Commercial Workers Union, Local No. 832<br>Manitoba, Canada |                      | CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION                                                                                                               |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------|----------|---------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| LAST NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | FIRST NAME        | INITIAL                                                               | GENDER   | DATE OF BIRTH (D/M/Y)                                                     | SOCIAL INSURANCE NO. |                                                                                                                                                                                     |  |
| MAILING ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   | CITY                                                                  | PROVINCE | POSTAL CODE                                                               | HOME PHONE           | I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested only. (Cross out if you do not agree.) |  |
| PREFERRED LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | E-MAIL ADDRESS    | DATE OF HIRE (D/M/Y)                                                  |          |                                                                           |                      |                                                                                                                                                                                     |  |
| COMPANY NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | UNIT NO./LOCATION | DEPARTMENT/NO.                                                        |          |                                                                           |                      |                                                                                                                                                                                     |  |
| CLASSIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EMPLOYMENT NO.    | FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> |          | CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>            |                      |                                                                                                                                                                                     |  |
| <small>I hereby declare that the information provided for membership is true and correct. I agree that all monies paid by me shall be for the purposes of collective bargaining and the Union shall have the right to use my name and likeness for such purposes. I agree that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small> |                   |                                                                       |          |                                                                           |                      |                                                                                                                                                                                     |  |
| APPLICANT'S SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   | DATE SIGNED                                                           |          | LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE                                 |                      |                                                                                                                                                                                     |  |

X \_\_\_\_\_

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.