

COLLECTIVE AGREEMENT

Between:

Bimbo Canada

Edmonton, Alberta

And:

**Bakery, Confectionery, Tobacco Workers' and
Grain Millers International Union (BCTGM)
Local 252**

Edmonton Distribution Center Agreement

December 1, 2018 to November 30, 2024

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ARTICLES OF AGREEMENT

BETWEEN: **CANADA BREAD COMPANY, LIMITED**, of the City of Edmonton, in the Province of Alberta, hereinafter referred to as:

"THE COMPANY"
Party of the First Part

AND: **BAKERY, CONFECTIONERY, TOBACCO WORKERS' AND GRAIN MILLERS INTERNATIONAL UNION (BCTGM), Local 252**, of the City of Edmonton, in the Province of Alberta, hereinafter referred to as:

"THE UNION"
Party of the Second Part

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining satisfactory conditions which shall promote harmonious relationship between the Company and the Associates covered by this Agreement, and for the providing of methods for the fair and amicable adjustment of disputes which may arise between them, and whereas both parties are pledged to assist in the operation of the Distribution Centre under methods that will promote safety, efficiency, and to service the customer to the fullest extent.

NOW

THEREFORE: The Company and the Union mutually agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01 The Company recognizes the Union as the sole bargaining agent of all Edmonton Distribution Associates covered by this Collective Agreement on any and all matters affecting relations between the Company and Associates.
- 1.02 No Associate shall be discharged or discriminated against for any lawful Union activity, for serving on a Union committee, or reporting any alleged violation of any of the provisions of this Agreement.
- 1.03 Supervisors shall not perform work that is performed by Associates, within the bargaining unit, except:
- (a) When performing developmental and experimental work.
 - (b) When checking production of any operation.
 - (c) When Associates are not available for work, due to being late or absent from the Plant.

- (d) When training personnel on the job.
- (e) In case of emergency.

NOTE: For the purpose of this article "emergency" will be defined as any circumstance beyond the control of the Company. Whenever an emergency occurs the Company shall take all reasonable steps to alleviate the situation as soon as possible.

- 1.04 Drivers, sales people, or other miscellaneous help, shall not, at any time, be allowed to do any of the work covered by this Agreement.

ARTICLE 2 - UNION SECURITY

- 2.01 The parties agree that all Associates employed in the above bargaining unit, shall from the date of this Agreement, or within thirty (30) days of employment become and remain a member in good standing of the Union, for the life of this Agreement.
- 2.02 All new Associates shall make application for membership in the Union within two (2) weeks of first employment and, if found by the Union to be worthy of membership, shall become members of the Union within thirty (30) days of employment. If found not worthy of membership in the Union such Associates shall be replaced at once. New Associates shall be informed of the provisions of this Article by the Company when hired.
- 2.03 Upon receipt of written authorization from the Associates, the Company shall deduct from any wages due, and pay over to the Financial Secretary of the Union, any dues, initiation fees, fines or assessments levied in accordance with the Union's By-Laws, owing by them to the said Union. The Financial Secretary shall receive same together with a list of Associates from whom deductions have been made, on or before the first (1st) Saturday of each month. The Company will at the same time supply the Union with the names of all new Associates, and those having left the service of Company.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union agrees that the management of the Company has the right to plan, direct and control plant operations. The directing of the working force, the discharge of Associates, and these matters requiring judgment as to competency of Associates are the sole right and function of the Company.
- 3.02 The parties agree that the foregoing as set above shall not be deemed to exclude any other recognized functions of management not specifically set forth. The Company therefore retains all rights not otherwise specifically covered in this Agreement.
- 3.03 The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

ARTICLE 4 – UNION REPRESENTATIVE

- 4.01 The Union Representative of the Union shall have access to the Distribution Centre at any hour to attend to Union business, provided he/she will, as a matter of courtesy, contact the Manager or Supervisor on entering the plant and he/she shall not loiter or interfere with busy workers.
- 4.02 It is agreed that the Company shall not enter into any verbal agreement with any Associate which violates this Agreement.
- 4.03 The privileges of stewards to leave their work station without loss of basic pay (if on their shift) to attend to Union business is granted on the following conditions:
- (a) Such business must be between the Union and Management or between the Union and the Grievor.
 - (b) Such business will be conducted as quickly as possible.
 - (c) Permission to leave the work stations must first be obtained and every attempt will be made to grant such requests.
 - (d) The Company may limit or defer such business if the time is felt to be excessive or production operations would be adversely affected.
- 4.04 The Shop Steward is recognized as having the authority to represent other Associates. The names of the Shop Stewards shall be supplied to the Company in writing. The Shop Stewards may request the assistance of the Business Agent at any time.
- 4.05 The Company shall notify Associates that they are entitled to Union representation prior to meetings that are of a disciplinary nature.

ARTICLE 5 - SENIORITY

- 5.01 The Company will prepare a seniority list of all Associates each six (6) months. It shall be posted in the Plant and a copy shall be forwarded to the Union. Seniority lists will show the Associate's name, seniority date (last date of hire), job title and vacation accrual date.
- 5.02 A new Associate will not have seniority standing until after completion of forty-five (45) working days. During this period Associates shall be on probation and the Union will not question the dismissal or lay off of any Associate and the Associate will not have recourse to the Grievance Procedure.

Seniority of Associates who have completed the probationary period shall be from the most recent date of hire.

- 5.03 (a) An Associate shall be considered a **Full Time Associate** if they work an average of 30 hours per week or more (1560 hours per year) on an annual basis. Full Time Associates shall have seniority over Part Time Associates.
- (b) An Associate shall be considered a **Part Time Associate** if they work less than an average of 30 hours per week (1560 hours per year). Part Time associates who restrict their availability to work shall be scheduled after Part Time associates who do not restrict their availability.
- (c) The evaluation of hours will be determined as at the expiry of the second pay period in December of the prior year, and will consider hours worked in the 52 weeks prior. For purposes of clarification, associates who do not meet the 1560 hour threshold will be considered Part Time.
- (d) A Full Time Associate may request to become a Part Time Associate by notifying the Company in writing and specifying the reasons for their request. The Company will determine if the request can be accommodated.

5.04 Seniority will be the governing factor in:

- (a) All cases layoff due to lack of work or job elimination.
- (b) Recall to work following lay off.
- (c) Selection of applicants for posted positions.
- (d) Job elimination – Associates whose job is eliminated shall bump where their seniority takes them within the Shipper classification. There shall be no more than 3 subsequent bumps, recognizing the third bump needs to displace the junior associate bargaining unit wide.

5.05 Seniority once established for an associate shall be forfeited and the employment relationship terminated when the associate is:

- (a) Discharged for cause, and is not reinstated under Article 5 of this Agreement.
- (b) Voluntarily leaves the service of the Company.
- (c) Absent from work without permission for more than three (3) consecutive scheduled shifts, with no reason justifiable to the Company; or
- (d) Overstays without just cause an approved leave of absence or vacation without securing written extension of such leave of absence or vacation from the Company.

If an Associate is laid off, seniority shall continue for a period of twelve (12) months but if within seven (7) days of written notice to do so the Associate does not return to work any claim of seniority or re-employment is forfeited, except where he notifies the Company within three (3) days of the notice to return of inability to do so by reason of illness.

ARTICLE 6 – JOB POSTING

- 6.01 Where a vacancy occurs the Company agrees to post a notice of such vacancy on the bulletin board within five (5) working days for one week. Eligible Associates may make application for the job by signing the said posting during the posting period.
- Qualifications being sufficient, seniority will be the governing factor in selecting the successful applicant.
- 6.02 The position vacated by the successful applicant shall be posted and applied for in accordance with this procedure. There shall be no further postings beyond the second posting. Vacancies created beyond the second posting will be filled in accordance with clause 5.04 with the most senior unposted associate.
- 6.03 If a previously full-time position becomes vacant it will not be replaced by a Full Time or Part Time Associate or Restricted Associate hours if the position still requires an Associate for four (4) or five (5) days a week and 37.5 hours a week.
- Less than Full-time vacancies are not required to be posted under this Article.
- 6.04 Where a position continues for more than thirteen consecutive weeks with the same days, hours, and duties, it shall be posted as a full-time job posting. This shall not apply to replacement hours for extended absences due to WCB, WI, approved medical leave, LTD or leave of absence.
- 6.05 Where a full time job posting becomes available due to an absence of greater than sixty (60) days, it shall be awarded to the most senior unposted Associate with the ability to do the job. The Associate shall revert back to their former position upon the return of the absent Associate.

ARTICLE 7 – CLASSIFICATION CHANGES

- 7.01 When new classifications are created or existing classifications changed in the character of duties and responsibilities, as deemed necessary or advisable by the Company, the Union shall be advised, thereof. After a sixty (60) day trial period, if the Union deems the rate to be unsatisfactory, the matter shall be discussed with Management, and if no settlement can be arrived at, the matter shall be dealt with by the Union under the grievance procedure of this Agreement.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.01 The hours of work for all Associates covered by this Agreement will be thirty-seven and one-half (37.5) hours per week, or less, divided into four (4) or five (5) working days. When the fourth or fifth day of a holiday week is worked, that day shall be paid for at time and one-half. Daily maximum shall be eight (8) hours on a five day week and nine and one-half (9.5) hours on a four day week.

If a shift arrangement is changed from a four (4) to a five (5) day week or from a five (5) to a four (4) day week Associates affected may exercise their seniority to displace a junior Associate to retain the same or similar shift arrangements.

8.02 It is agreed that Associates will work scheduled days per week, if required, regardless of General Holidays. It is clearly understood that management will be under no restriction regarding shift schedules, or days of distribution centre operation. The work week in which a General Holiday occurs shall be reduced by seven and one-half (7.5) hours if a five-day week and by nine and one-half (9.5) hours if a four-day week. No Associates will be required to report for work on consecutive days without a rest period of eight (8) hours.

8.03 (a) Shifts for all other Associates shall be so arranged to allow for a total of forty-eight (48) hours of rest every seven (7) day period.

(b) All work performed in excess of seven and one half hours per day or thirty-seven and one half hours per week shall be paid for at the rate of time and one half the regular rate. For purpose of this clause, "work performed" will also include paid days for sick, stat holiday, Union business, bereavement, and jury duty. The Company and the Union agree to the principle that overtime is to be avoided as far as possible.

8.04 Overtime will first be offered on seniority basis to Associates who have the ability to perform the jobs. If there are not sufficient Associates to fulfill the requirements of the Company, the Company will schedule overtime on a reverse seniority basis provided such Associates have the ability to perform the jobs.

For additional clarity, if up to and including four (4) hours' overtime is available, it will first be offered by seniority to Associates currently at work. If more than four (4) hours' overtime is available, Associates will be offered on the basis of their overall bargaining unit seniority, on the understanding that associates who are on a Company approved absence will be canvassed ONLY once all other options have been exhausted.

No more than a total of twelve (12) hours worked will be allowed per day and Associates must have at least eight (8) hours rest between shifts.

8.05 As much notice as is practical shall be given to the Shop Steward and Associates concerned when overtime is required. Except in cases of emergency, Associates required to work overtime will be given a minimum of two (2) hours' notice. For the purpose of this clause emergency will be defined as a breakdown of machinery, trailers in jeopardy of not leaving on time to supply the customer, production and/or distribution requirements beyond the control of the Company, or absence of Associates on short notice. Also except in case of emergency, Associates may not be required to work overtime providing Management can get another qualified Associate to perform the work required.

In cases of emergency outlined above, the Company may mandate associates to work two (2) hours of overtime.

8.06 For a five (5) day work week a maximum of four (4) hours overtime shall be allowed on any daily shift, except in case of emergency. Emergency is described in Article 8.05.

For a four (4) day work week a maximum of two (2) hours overtime shall be allowed on any daily shift, except in case of emergency. Emergency is described in Article 8.05.

8.07 When the Company requests an Associate to work on their sixth (6th) day of actual work in a calendar week, they shall only do so in cases of emergency or when additional production shifts are scheduled.

8.08 The Company shall determine and post the schedule of working hours and starting times for each Associate and agrees, except in case of emergency, to give at least fifty-two (52) hours' notice of any change in the Associate's schedule of daily working hours.

8.09 Hours worked on a four day shift/work week shall be credited on the following basis for pension purposes:

All hours worked over 8	two days credit
All hours worked over 16	three days credit
All hours worked over 24	four days credit
All hours worked over 32	five days credit

8.10 When an Associate performs work in a higher rated classification than his own for more than one-half (1/2) a shift, he or she shall receive the applicable rate of pay of the higher classification. When an Associate is temporarily assigned to a lower rate classification for less than one (1) week, he or she shall not have his or her pay reduced. Where the Company schedules an Associate to a higher rated classification the Company agrees to continue that Associate on that job as long as is required during the Associate's shift. It is understood that this shall not apply when impractical because of overall plant scheduling

8.11 Payroll will be on a weekly basis.

8.12 The Company shall provide a time recording system for payroll purposes. Associates will be required to record their time at the beginning and the end of their shift. Union representatives shall have access to all the schedules as well as adjustments to the schedules upon request to a supervisor. Such requests shall not be unreasonably denied.

8.13 The Company shall endeavor to replace classified positions with available qualified associates to meet the needs of the business.

8.14 All classified positions shall be replaced with qualified associates and indicated on schedules.

ARTICLE 9 – REST, LUNCH AND BREAK PERIODS

- 9.01 All Associates shall be allowed a fifteen (15) minute rest period from the time they leave their workstation to the time they return to their workstation, with pay, as near midway as possible during the first and second half of each shift, the time of these rest periods to be arranged by the Supervisor in charge. Should an Associate be called upon to work one (1) hour or more overtime on any day he shall be granted an additional fifteen (15) minute rest period with pay prior to commencing such overtime work.
- 9.02 One-half (1/2) hour shall be allowed for lunch as near mid-shift as possible, and not earlier than three and one-half (3 1/2) hours or later than four and one-half (4 1/2) hours after the start of the shift. There shall be no split shifts permitted.
- 9.03 Where it is possible in the interest of efficiency, night and day shifts shall be given the opportunity to alternate.

ARTICLE 10 – WAGES AND CLASSIFICATIONS

10.01 Associates hired before February 26, 2000 will be paid in accordance with the following schedule of wages and classifications:

(a) Classifications

<u>Group 1</u>	Team Lead
<u>Group 2</u>	Shipper

(b) Wages

Effective Date	14-Oct-18* *(1 st pay after ratification)	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	26-Nov-23
Group 1	28.21	28.61	29.06	29.51	29.96	30.41
Group 2	27.56	27.96	28.41	28.86	29.31	29.76

10.02 NEW HIRES:

Associates hired after February 26, 2000 will be paid in accordance with the following schedule of wages and classifications:

(a) Classifications

<u>Level 1</u>	Team Lead
<u>Level 2</u>	Shipper

(b) Wages

Effective Date	14-Oct-18* *(1 st pay after ratification)	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	26-Nov-23
Level 1	\$28.21	\$28.61	\$29.06	\$29.51	\$29.96	\$30.41

Level 2	Effective Date					
Hours Worked	14-Oct-18* *(1 st pay after ratification)	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	26-Nov-23
0-500	\$20.35	\$20.75	\$21.20	\$21.65	\$22.10	\$22.55
501-1000	\$20.60	\$21.00	\$21.45	\$21.90	\$22.35	\$22.80
1001-1500	\$20.85	\$21.25	\$21.70	\$22.15	\$22.60	\$23.05
1501-2000	\$21.10	\$21.50	\$21.95	\$22.40	\$22.85	\$23.30
2001-2500	\$21.35	\$21.75	\$22.20	\$22.65	\$23.10	\$23.55
2501-3000	\$21.60	\$22.00	\$22.45	\$22.90	\$23.35	\$23.80
3001-3500	\$21.85	\$22.25	\$22.70	\$23.15	\$23.60	\$24.05
3501-4000	\$22.10	\$22.50	\$22.95	\$23.40	\$23.85	\$24.30
4001-4500	\$22.35	\$22.75	\$23.20	\$23.65	\$24.10	\$24.55
4501-5000	\$22.60	\$23.00	\$23.45	\$23.90	\$24.35	\$24.80
5001-5500	\$22.85	\$23.25	\$23.70	\$24.15	\$24.60	\$25.05

(c) When a full time, Group 1 or 2 associate (who has worked a minimum of eight of the previous twelve months) permanently leaves Bimbo Canada, the senior full time, Level 1 or 2 Associate (upon completion of the appropriate scale at 10.02) will proceed to the following scales. Effective November 28, 2010, increase to allow 1.5 qualified Associates to access the bridge for every qualified Associate that permanently leaves Bimbo Canada. The Company shall notify the Chief Steward within 10 business days upon vacancy.

Effective Date	14-Oct-18* *(1 st pay after ratification)	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	26-Nov-23
Group 1 / Level 1 Bridge	\$28.21	\$28.61	\$29.06	\$29.51	\$29.96	\$30.41

	Effective Date					
Group 2 / Level 2 Bridge	14-Oct-18* *(1 st pay after ratification)	1-Dec-19	29-Nov-20	28-Nov-21	27-Nov-22	26-Nov-23
Entry	\$23.43	\$23.83	\$24.28	\$24.73	\$25.18	\$25.63
2nd Year	\$24.21	\$24.61	\$25.06	\$25.51	\$25.96	\$26.41
3rd Year	\$24.99	\$25.39	\$25.84	\$26.29	\$26.74	\$27.19
4th Year	\$25.77	\$26.17	\$26.62	\$27.07	\$27.52	\$27.97
5th Year	\$26.55	\$26.95	\$27.40	\$27.85	\$28.30	\$28.75
6th Year	\$27.56	\$27.96	\$28.41	\$28.86	\$29.31	\$29.76

10.03 Laid off Associates will be recalled at the applicable rate they were earning at the time of lay-off

ARTICLE 11 – PREMIUMS

11.01 Night Premium

All work performed between the hours of 7:00 PM and 6:00 AM an additional night shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid.

11.02 Saturday/Sunday Premium

All hours worked between 12.01 AM Saturday and 11:59 PM Sunday shall be paid an additional premium of one dollar and twenty-five cents (\$1.25) per hour. Associates must work all scheduled hours during this time in order to qualify for the premium.

11.03 Team Lead Premium

Team Leads shall be defined as an Associate appointed to direct the work of others who shall be paid not less than \$25.00 per week above the highest Group 1 rate.

It is understood that the Company retains the uncontested right to appoint Team Leads. A Team Lead who is removed by the Company may exercise their seniority in accordance with Article 6 Job Posting. If a Team Lead position is eliminated the affected Team Leads may exercise their seniority in accordance with Article 5 Seniority.

For purposes of clarification when an Associate is no longer a Team Lead, they will be returned to a position no higher than the one they previously held based on seniority, having regard to any wage increases that have been added to that classification while they were a Team Lead.

ARTICLE 12 – GENERAL HOLIDAYS

12.01 All Associates shall be allowed the following General Holidays with pay or one day in lieu thereof with pay:

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

And any other General Holiday proclaimed by Federal or Provincial Government. If an Associate is required to work on a day which would normally be his/her holiday, it shall be paid for at the rate of time and one-half. Associates will not be required to work Christmas Day.

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

12.02 General holiday pay will be determined on the basis of the Employment Standards Code, RSA 2000, c E-9

12.03 General holidays will be scheduled the week before, the week of or the week after the holiday occurs. In order to be eligible for the general holiday pay, the Associate must work the scheduled shift before and the scheduled shift after (aka "qualifying days") the general holiday, unless the Associate is receiving a Company paid absence benefit or is on approved union business. When an Associate uses a Company paid absence on a qualifying day, the associate may be required to supply a Dr.'s medical note from a qualified practitioner substantiating the absence. Failure of the Associate to provide such note will result in the associate not being entitled to the general holiday pay.

12.04 Management reserves the right to pay out the General Holiday within the week it occurs as business needs dictate. An associate may request to bank a General Holiday but must do so in writing 3 weeks in advance. All banked stats need to be taken by or paid out no later than December 31st.

ARTICLE 13 – ANNUAL VACATIONS

13.01 Associates hired after February 26, 2000 shall be granted vacation in accordance with the following schedule:

- (a) All full-time Associates with one (1) to five (5) years' service with the Company shall be granted two (2) weeks' vacation with pay each year.
- (b) All full-time Associates with five (5) to ten (10) years' service with the Company shall be granted three (3) weeks' vacation with pay each year.
- (c) All full-time Associates with ten (10) to eighteen (18) years' service with the Company shall be granted four (4) weeks' vacation with pay each year.
- (d) All full-time Associates with eighteen (18) or more years' service with the Company shall be granted five (5) weeks' vacation with pay each year.

13.02 Associates hired before February 26, 2000 shall be granted vacation in accordance with the following schedule:

- (a) All full-time Associates with one (1) to three (3) years' service with the Company shall be granted two (2) weeks' vacation with pay each year.
- (b) All full-time Associates with three (3) to eight (8) years' service with the Company shall be granted three (3) weeks' vacation with pay each year.
- (c) All full-time Associates with eight (8) to thirteen (13) years' service with the Company shall be granted four (4) weeks' vacation with pay each year.
- (d) All full-time Associates with thirteen (13) to eighteen (18) years' service with the Company shall be granted five (5) weeks' vacation with pay each year.
- (e) All full-time Associates with eighteen (18) to twenty-three (23) years' service with the Company shall be granted six (6) weeks' vacation with pay each year.
- (f) All full-time Associates with twenty-three (23) or more years' service with the Company shall be granted seven (7) weeks' vacation with pay each year.

The option for four (4) weeks plus 2% of previous year's earnings (as per T4 form) rather than five (5) weeks' vacation at the time he takes the major part of this vacation or he may take a fifth (5th) week vacation with pay during the winter vacation period will remain available.

- 13.03 Effective the first pay beginning in 2019, all associates will be deemed to be on an accrual vacation policy. Accrual policy means that associates will earn vacation time and dollars in one year to utilize in the following year. 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.

For example, a pre-Feb 26, 2000 associate who, as of January 1, 2019 has 19 years of completed service, is entitled to 6 weeks' vacation. This associate earned \$46,259.75 in box 14 of their 2018 T4 slip. At the vacation pay accrual rate of 2% per year, the calculation is $\$46,259.75 \times 12\% = \$5,551.17/6 \text{ weeks} = \925.20 . Thus, for each of their 6 weeks of vacation, 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-term disability, 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.

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).

When associates reach a "vacation milestone," the incremental week of vacation will be taken in the following calendar year.

Part-time associates will receive their vacation in accordance with Employment Standards Code, RSA 2000, c E-9 and will be paid out in one lump sum, less deductions required by law, within the first 60 days of the following calendar year.

- 13.04 Associates will be required to take all vacation entitlements annually; with seniority being the method of associates picking vacation dates. Vacation cannot be accumulated and/or carried over to a future year. Associates who fail to schedule their own vacation will have their vacation scheduled by the Company. As of January 1, 2019, any accumulated vacation carried over from prior years that has NOT been used by December 31, 2018, will be paid out in the first sixty (60) calendar days of 2019 and annually in the first sixty (60) calendar days thereafter.

- 13.05 The vacation year runs from January 1st to December 31st. The vacation schedule shall be posted on or before December 20th for the following year.

- 13.06 Summer vacations shall be run from the 1st full week in April to the last full week in September. Associates with more than two (2) weeks' vacation may not be permitted to take more than two (2) weeks in the summer period.

Associates with fifteen (15) years of continuous service may elect to take three (3) weeks of vacation consecutively in the summer period.

- 13.07 It is understood that vacations of persons excluded from the bargaining unit shall not interfere with the scheduling of vacations of Associates covered by this Agreement.
- 13.08 If a General Holiday occurs during the period of an Associate's annual vacation such Associate shall be entitled to one day extra in lieu thereof, the said days to be arranged with the Supervisor before the vacation is taken.
- 13.09 The Company shall endeavor to have sufficient relief to fill the vacancies due to vacations.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Bereavement Leave

Any Associate employed at least 90 days with the Company shall be granted up to three (3) working days off, without loss of pay, in the event of death of a family member, to make arrangements for or attending the funeral. Consideration will also be given to travel time. The term "family member" shall be determined as per the Employment Standards Code, RSA 2000, c E-9. Associates with less than 90 days of employment may still be granted leave however, it will be without pay.

14.02 Jury Duty

Associates who have qualified for benefit coverage and who are called upon to perform Jury Duty or Witness Duty where subpoenaed to appear in a court of law, shall not suffer any loss of wages for hours that they normally would have worked had they not been called to Jury Duty subject to the following conditions:

Such Associate shall be required to report for work on any days, or half days, he is not required to sit on a jury or remain in the Court room, but shall not be required to report for work if less than two (2) hours of their normal shift remains to be worked.

Such Associate shall furnish the Company with such earnings as the Courts may provide.

14.03 Maternity Leave

A female Associate who has completed ninety (90) days of employment with the Company shall be granted a maternity leave of absence without pay of up to sixteen (16) weeks because of pregnancy. The Associate must notify the Company of her intention to proceed on maternity leave, in writing, at least three weeks prior to the commencement of such leave. This notice must be accompanied by a medical certificate that outlines the expected date of birth. The period of notice may be less than six (6) weeks in cases of emergency substantiated by a medical certificate.

Maternity leave shall not normally commence more than thirteen (13) weeks prior to the expected date of delivery, but in any case no later than the actual date of delivery.

Associates will have the option of maintaining their Associate benefit coverage (life insurance, dental plan, extended health care and provincial medical) by pre-paying the cost of those benefits prior to commencing such leave.

The Associate shall continue to accrue seniority while on such leave and shall be returned to their former position upon return.

An Associate who does not provide written notice to the contrary, shall be deemed to be returning at the expiration of the maximum weeks allowed under maternity and parental leave provisions of this agreement. An Associate who fails to return to work on the expiry date of her maternity and/or parental/adoption leave shall cease to be employed by the Company.

14.04 Parental/Adoption Leave

An Associate may request parental or adoption leaves of absence without pay for the care and custody of a newborn child or an adoptive child. Such leave of absence will be to a maximum of thirty-seven sixty-two (62) weeks. Further, such leaves of absence shall be granted provided the Associate requests the leave in writing at least two six (6) weeks before the date the Associate intends to commence the leave. The leave will be taken during the first seventy-eight (78) weeks after the birth of the child, or in the case of adoption, after the child comes into the custody of the Associate.

Associates will have the option of maintaining their Associate benefit coverage (life insurance, dental plan, extended health care and provincial medical) by pre-paying the cost of those benefits prior to commencing such leave.

The Associate shall continue to accrue seniority while on such leave and shall be returned to their former position upon return.

An Associate who does not provide written notice to the contrary, shall be deemed to be returning at the expiration of the maximum weeks allowed under maternity and parental leave provisions of this agreement. An Associate who fails to return to work on the expiry date of their maternity and/or parental/adoption leave shall cease to be employed by the Company.

14.05 Union Business

The Company agrees to give necessary time off without pay, and without discrimination or loss of seniority to one Associate from the Distribution Centre, for maximum period of three (3) months, for the purpose of attending a Union Convention, or serving in an official capacity on Union business, provided the Company is notified in sufficient time to permit it to secure a suitable replacement for the job involved.

14.06 An Associate who is selected to work on a full-time basis for the Union will be granted leave of absence without pay or loss of seniority for a period of forty-eight (48) consecutive months.

14.07 The Company will pay for wages and benefit costs for up to two (2) Associates for a maximum of ten (10) days attendance per Associate at negotiations with the Company for renewal of a Collective Agreement. The cost of meeting rooms for negotiations purposes will be cost shared between the Company and the union for any days exceeding 5.

14.08 General Leave of Absence

Subject to the exigencies of the business, leave of absence without pay up a maximum of four (4) weeks may be granted by the Company once every two years, on the written request of an associate, provided the reasons stated in the application are sufficient. If a leave of absence is granted, the associate shall be advised in writing with a copy to the Union. During the approved leave an Associate's seniority will not be affected.

When planning activities for which a Leave of Absence is anticipated, an associate is expected to make maximum use of vacation schedules to which they are entitled. Absences should be planned as far in advance as possible.

The granting or withholding of Leave of Absence shall be at the discretion of the Company however, such approval will not be unreasonable withheld.

14.09 The Company shall endeavor to replace union representatives with available qualified associates to meet the needs of the business.

14.10 Job Protected Leaves

It is understood that the Company will comply with all additional job protected leaves under the Employment Standards Code, RSA 2000, c E-9.

ARTICLE 15 – HEALTH AND WELFARE

Note that benefit changes made during 2018 bargaining will be effective February 1, 2019.

15.01 Benefits for Full Time Associates

It is agreed that the Company will arrange for a Group Insurance Plan (the “Plan”) to be available to eligible full time associates and their eligible dependents during the life of this Agreement. The Company will pay seventy-five percent (75%) of the monthly premiums under the Plan (for Life Insurance, Dental, Health Care, Provincial Medical Plans and Weekly Indemnity) and associates will pay the balance. Associates will pay the full premium for Long Term Disability. Associates become eligible to join and maintain participation in the Plan as follows:

New Full Time Associates will qualify for benefits after their first ninety (90) calendar days of employment. The effective date of benefit coverage will be within 30 days after the proper completion and submission of all application forms.

Eligible coverage will thereafter be provided on an annual basis commencing February 1st of a calendar year. Eligibility will be determined as at the expiry of the second pay period in December of the prior year. To be eligible for full time coverage (and continued full time coverage), an Associate must have worked fifteen hundred and sixty (1560) hours in the fifty-two (52) weeks prior to the date of determination. An Associate who fails to maintain sufficient hours of work will be disqualified from full time coverage and will then be subject to part time benefit qualification eligibility.

Hours worked for the purpose of this clause include days of absence in which Associates are receiving pay due to WCB, WI, Vacation, General Holidays, approved leave of absence in accordance with 14.01, 14.02, 14.03, 14.04, 14.05 and 14.10, absence due to illness of more than ten (10) working days, and approved unpaid leave of absence of up to three (3) months where the Associate has pre-paid for their Associate benefit coverage (life insurance, dental plan, and extended healthcare) prior to commencing such leave.

The Plan will provide for coverage to eligible associates, subject at all times to the terms and conditions of the Plan. Highlights include:

Dental

- Basic Services – recall exam every 9 months; \$1,500 combined Basic/Major annual maximum
- Major Services (crowns, bridges and dentures) - \$1,500 combined Basic/Major annual maximum
- 50% for Orthodontics for dependent children to age 17 with a lifetime maximum of \$1500

Drugs

- 80% coinsurance for the first \$1,000 out of pocket per person; 100% reimbursement thereafter
- Mandatory generic substitution
- \$10.00 dispensing fee maximum

Healthcare

- 80% co-insurance
- Prescription glasses – maximum of \$225 per person every two (2) years
- Orthotics – maximum of \$150 per person per year
- Unlimited lifetime maximum

Life & AD&D Insurance

- \$40,000.00

Disability

- Weekly Indemnity – 66 2/3% of the associate’s average straight time (not including premiums) weekly earnings in the two complete pay periods immediately preceding the date of benefit eligibility, capped at \$600 per week. Payable on and from the 4th day of illness, and from the first (1st) day of accident and payable for not less than twenty-six (26) weeks of any one illness or accident.
- Long Term Disability -
 - Waiting period Forty-one (41) weeks (or less if EI regulations change)
 - Duration To sixty-five (65) years of age
 - Eligibility Disabled from any occupation from first day
 - Offsets Direct offset of Associate’s CPP plus pro-ration of other income
 - Benefit Sixty (60%) percent of the eligible Associate’s average straight time (not including premiums) weekly earnings in the two complete pay periods immediately preceding the date of benefit eligibility, to a maximum of two thousand (\$2,000) dollars per month.

The Company’s obligation hereunder will be limited to paying the Company’s share of the monthly insurance premiums for eligible associates in relation to the Plan. It is agreed and recognized by the

parties that the benefits required to be paid or provided under the Plan are payable by the third party insurance carrier and not by the Company. In no circumstances will the Company be considered the insurer.

15.02 Benefits for Part Time Associates

Effective January 1, 2019, all Part Time Associates who have complete one year of continuous service with the Company will be provided with an annual \$200 Health Spending Account (HSA). Expenses eligible under the HSA are defined by the Canada Revenue Agency.

15.03 Personal and Family Responsibility Leave

Associates who qualify for benefits shall, after three (3) months consecutive service, be entitled to accumulate sick leave benefits at the rate of one-half (1/2) day's pay for each month of employment, up to a maximum of six (6) days. Such sick leave benefits shall apply from the first day of illness.

Sick leave credits shall not apply where payments are made under Workers' Compensation or Weekly Indemnity, where an unpaid leave of absence exceeds 14 days, or days not considered to be the Associate's regular working days.

Associates hired after October 15, 2014, who qualify for benefits shall, after three (3) months of consecutive service, be entitled to accumulate sick leave benefits at a rate of one-half (1/2) days' pay for each month of employment up to a maximum of four (4) days.

15.04 Medical Information

The Company will pay the cost of all medical information requested by the Company provided it is submitted on a fully completed form that will be provided by the Company. The cost of medical information requested by benefit insurers will be paid by the Associate.

ARTICLE 16 – BAKERY AND CONFECTIONERY UNION AND INDUSTRY CANADIAN PENSION FUND

16.01 The Company shall make payment to the BCTGM Union and Industry Canadian Pension Plan (the "Fund") for each Associate working in job classifications covered by the Collective Agreement as follows:

- (a) Commencing April 1, 2003 for each day or portion thereof for which an Associate subject to the Collective Agreement receives pay, the Company shall make a contribution of \$15.8155 to the Fund but not more than \$79.0775 per week for any one Associate.

For the purpose of this Article, hour or day for which an Associate receives pay shall include all forms of remuneration payable to the Associate, whether or not the Associate has actually performed work.

- 16.02 For the purpose of this Article, it is understood that contributions shall be payable on behalf of all Associates covered by the Collective Agreement whether said Associates are permanent, or full-time or part-time Associates, and regardless of whether or not they are members of the Union. The term "Associate" does not include a self-employed person, a corporate officer, owner, or partner of the Company.
- 16.03 Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report in form required by the Administrator of the Fund. Both payment and report are due thirty (30) days following the period covered by the report. In the event the Company fails to pay amounts owed or provide the reports, the Company shall pay, in addition to the contributions owing, such collection and other costs incurred by the Union or the Trustees of the Fund in collecting such contributions and obtaining such remittance information, including legal fees, and shall furnish security for future payments if requested by the Trustees, and pay interest at such rate as the Trustees may determine from time to time.
- 16.04 The obligation of the Company to make contributions to the Fund is conditional on the Fund continuing to qualify for approval as a Registered Pension Plan by Canada Customs and Revenue Agency, so as to enable the Company to treat contributions to the Pension Fund as a deduction for income tax purposes.
- 16.05 The Company shall enter into a Participation Agreement with the Trustees of the Fund in form attached hereto. The obligation of the Company set out in the Participation Agreement shall not be considered incorporated by reference into the Collective Agreement and constitutes an agreement between the Company and the Trustees only.
- 16.06 The Company and Union agree that the contributions made pursuant to this Article shall be allocated as follows:

	Effective
	04/01/03
Plan A	11.4223
Plan C	1.7573
Plan G	2.6359

ARTICLE 17 – TERMINATION OF EMPLOYMENT

- 17.01 The Company will advise the Union of written warnings, suspensions or terminations. However, failure to so advise the Union will not affect the grievance procedure or have the effect of negating the discipline in subsequent disciplinary actions.
- 17.02 When discharging an Associate, the Company agrees to give one (1) weeks' notice, or one (1) week's pay in lieu thereof except in case of discharge for just cause. Where the discharge is for just cause the Company shall, if requested, supply a general statement of the reason therefore.
- 17.03 All Associates will give the Company one (1) weeks' notice before terminating employment.

ARTICLE 18 – SEVERANCE PAY

18.01 In the event of amalgamation, permanent closure of plant, or department thereof, or automation causing a regular full-time Associate to lose his or her employment, the Company hereby agrees to pay such Associate severance pay at his or her regular rate of pay as follows:

Consecutive service up to two (2) years – One (1) week

Over two (2) years consecutive service – One (1) week for each year of full-time service to a maximum of thirty (30) weeks

The foregoing shall be in addition to the regular weeks' notice or week's pay in lieu thereof, to which they may be entitled.

ARTICLE 19 – ADJUSTMENT OF GRIEVANCES

19.01 Any complaint, disagreement, or difference of opinion, between the Company, the Union, or any Associate covered by this Agreement which concerns the interpretation and/or application of any of the provisions of this Agreement, shall be considered a grievance.

Any grievance which is not presented to the Supervisor within fifteen (15) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. The procedure for adjustment of disputes or grievances shall be as follows:

19.02 STEP ONE – The Supervisor shall answer the grievance by way of discussion with the Associate with or without a Union representative within seven (7) calendar days of it being presented to the Supervisor.

STEP TWO – If the grievance is not resolved at step one, it may be submitted to the Operations Manager within ten (10) calendar days of receiving the Supervisor's answer. The Operations Manager shall meet with the Associate and the Shop Steward within ten (10) calendar days of the receipt of the grievance. The Operations Manager shall respond to the Union in writing within ten (10) calendar days of the meeting.

STEP THREE – If the grievance is not resolved at step two, it may be submitted to the Manager, Human Relations within ten (10) calendar days of receiving the answer of the Operations Manager. The Manager, Human Relations shall meet with the Associate and the Union within ten (10) calendar days of receipt of the grievance. The Manager, Human Relations shall respond to the Union in writing within ten (10) calendar days of the meeting.

19.03 No Company official shall take up a Grievance personally with any affected Associate without a Shop Steward being present once the grievance has been submitted in writing by the Union.

19.04 Any arrangement or decision agreed to under the foregoing steps, shall be binding upon the Union, the Company and the Associate or Associates concerned.

Requests for extensions on time limits will be in writing and shall not be unreasonably denied.

- 19.05 A verbal or written warning which is recorded on an Associate's file will be withdrawn when the Associate completes a period of twenty-four (24) consecutive months of employment following the date of the discipline without any other discipline in that period.
- 19.06 Any monetary resolve to a grievance the Company shall endeavor to make the payment within 30 days and will notify the affected associate of the same.

ARTICLE 20 – ARBITRATION

- 20.01 If the Union and the Company cannot reach a resolution, then upon request of either party, the grievance shall be referred to a single Arbitrator.

ARTICLE 21 – SANITARY CONDITIONS – UNIFORMS

- 21.01 The Distribution Center shall be kept clean and sanitary. All Associates shall keep their person in a clean and sanitary manner. For the convenience of Associates, the Company shall provide lockers.
- 21.02 Uniforms shall be supplied and maintained by the Company for all Associates covered by this Agreement.
- 21.03 Wearing apparel supplied by the Company shall not be taken outside of the plant by any Associate.

ARTICLE 22 – SAFETY COMMITTEE

- 22.01 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.

The Company undertakes to provide each new Associate, at the time of hiring, the necessary orientation for the safe performance of work and handling of materials and products.

- 22.02 There shall be a Safety Committee composed of two (2) members selected by the Company and two (2) members selected by the Union which shall meet as often as necessary, but not more often than monthly. This committee shall discuss questions of safety, make recommendations to the Company and assist in enforcing safety rules and regulations. The Company shall

endeavor to replace committee members with available qualified associates to meet the needs of the business.

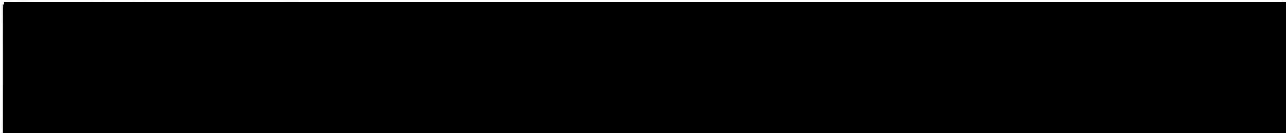
ARTICLE 23 – EFFECT AND TERMINATION

23.01 This Agreement shall be in force from the first (1st) day of December 2018, until the 30th day of November 2024, and shall continue in effect thereafter from year to year, unless notice of termination, or notice of revision thereof, is given by either party in writing, at least sixty (60) days and not more than one hundred and twenty (120) days immediately prior to the natural expiration date of same.

Signed this 31 day of October 2018.

For the Company:

For the Union:



Byron Pope

Mark Robar



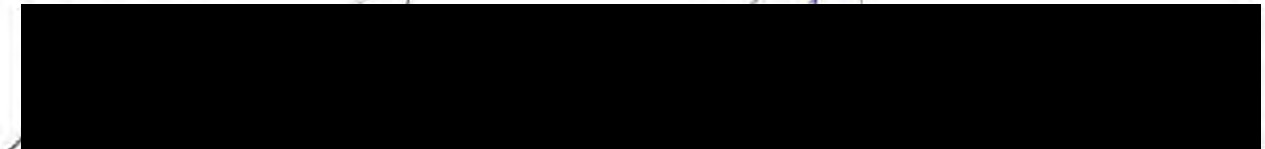
Christine Arno

Tony Campbell



David McKay

Don Neufeld



Leslee Wills

Ron Piercey

LETTER OF UNDERSTANDING #1
Market Increases

The Company reserves the right to increase rates of pay for individual classifications as required due to market conditions during the length of the contract.

The Company will meet with the union to discuss such changes before they become effective.

For the Company

For the Union



LETTER OF UNDERSTANDING #2
Labour Management Committee Meetings

During the course of negotiations leading to the renewal of the 2014 collective agreement 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 associate and management representatives. The committee will meet on a regular basis for the purposes of discussing matters of importance of the business and the ongoing relationship of the parties.

For the Company

For the Union

