

COLLECTIVE AGREEMENT

BETWEEN:

BIMBO CANADA LTD.
(Langley, BC)

(the "Company")

AND:

UNIFOR LOCAL 114

(the "Union")



April 1, 2020 – March 31, 2023

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**COLLECTIVE AGREEMENT
MADE THIS 7th DAY OF May, 2020**

BY AND BETWEEN:

Bimbo Canada Ltd.
(hereinafter referred to as the "Company")

AND:

Unifor Local 114
(hereinafter referred to as the "Union")

PURPOSE

It is the intent and purpose of the parties to this agreement which has been negotiated and entered into in good faith:

- (a) to recognize mutually the respective rights and functions of the parties hereto;
- (b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- (c) to provide services and products of high quality;
- (d) to establish an equitable system for the promotion, reclassification, transfer, layoff and recall of associates;
- (e) to establish a just and prompt procedure for the disposition of grievances;
- (f) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the associate which will be conducive to their mutual well-being.

ARTICLE 1- BARGAINING AGENCY AND RECOGNITION

1.01 Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent for all associates in the bargaining unit as defined in Clause 1.02

1.02 Bargaining Unit Defined

This Agreement covers all associates of the Employer in the bargaining unit established in the certification issued by the British Columbia Labour Relations Board.

1.03 Bargaining Unit Work

A person shall not perform bargaining unit work which is normally performed by a member of the bargaining unit except for an emergency of short duration.

1.04 Work Retention and Contracting Out

The Employer will not contract out work. However, in the event the Employer, for sound economic reasons, must contract out work, it shall provide prior written notice to the Union and the parties shall meet to negotiate conditions including, but not limited to, retraining, severance, transfers or reclassification, so that the negative effect on associates is limited.

1.05 Existing Rights & Privileges

The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive associates of such rights and privileges. However, the parties agree that benefits, compensation and/or conditions granted on a temporary basis, may be reduced to the minimum provided in the Agreement, upon notice to the Union.

1.06 Change to Existing Collective Agreement

- (a) There will be no unilateral revision, amendment or alteration of any of the terms and provisions of this Agreement during the specified life of the Agreement per Article 22.
- (b) Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement, in writing, of the parties or as determined by the Labour Relations Board.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Management Rights

Within the enterprise the Employer has full authority to:

- (a) manage the enterprise, including the determination of the work to be performed, methods of performance, scheduling of work, the control of materials, the installation of equipment and operating methods;

- (b) to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for associates, provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
- (c) to hire, direct, transfer, promote, demote, layoff, suspend and discharge provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by an associate that he has been disciplined or discharged without just cause, will be subject to the Grievance Procedure as outlined in Article 10 and the provisions relating to warning, suspension and discharge as outlined in Article 11.

2.02 Discussion with Associates

The Employer may periodically meet with his associates for the purpose of discussing any matters of mutual interest to the Employer and the associates. A Unifor Local 114 Representative may attend such meetings.

ARTICLE 3 - UNION SECURITY & UNION ACTIVITY PROVISION

3.01 Union Security & Union Activity Provision

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

Unifor Local 114 Representatives and Unifor National Representatives are representatives of the associates in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the associates' Collective Bargaining rights as well as any other rights under this Agreement and under the law.

3.02 Shop Steward Recognition

It is recognized that Shop Stewards shall be elected or appointed by the Union when so needed, and the Employer will be kept informed by the Union of such appointments or elections.

3.03 Bargaining Unit Information

The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job postings and awards, terminations and hiring's. The name, address, date of hire and classification of new associates shall be provided to the Union once monthly. A list of associates, showing their names ranked according to seniority, classification and rate, shall be forwarded to the Union during October and April in each year.

The Employer will supply to Unifor Local 114 office, at the end of each quarter, the following information:

- 1) Associates who are in the bargaining unit regardless of whether or not they paid dues in the month.
- 2) Associates number and their hourly rate and classification

- 3) Associates transferred into or out of the Bargaining Unit
- 4) Associate's status (i.e. at work, on vacation, WCB, parental or pregnancy any other leave of absence) and the date of occurrence
- 5) Layoffs and Recalls
- 6) Associates who have lost seniority
- 7) Names, mailing address, phone numbers and postal codes of all active associates
- 8) Associates who have been discharged, quit, or retired.

3.04 Union Representatives Visit

Duly authorized full-time Representatives of the Union shall be entitled to visit the various workplaces for the purpose of observing working conditions, interviewing members, unsigned associates, and to ensure that the terms of the Collective Agreement are being implemented.

Such visits will be arranged through the senior management representative on site and interviews, etc., will be carried out so as not to interfere with the operational responsibilities of associates.

3.05 Union-Management Meetings

The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation affecting matters of joint interest. The Employer and the Union shall each appoint a maximum of three (3) representatives to the committee. Minutes shall be kept and distributed to all committee members and shall be posted for the information of all associates.

3.06 Union Membership

The Employer agrees to provide each new associate at the time of employment with a form letter outlining to the associate his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each associate to whom they have presented the form letter, along with the associate's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that is acceptable to the Employer.

3.07 Bulletin Boards

Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas on the premises as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use. These bulletin boards shall be used for posting of items such as meeting notices, health and safety information, contract information and general correspondence. All other documentation will be presented to the Distribution Manager for approval.

3.08 Union Dues Deductions

The Employer agrees to deduct from the wages of each associate, upon proper authorization from the associate affected, such initiation fees, Union dues, and assessments as are authorized

by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new associates.

The Union will supply an appropriate form to the Employer so that new associates, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the associate commences employment until such time as the Union submits an official Dues Check-off to the Employer. The associate shall, within ten (10) working days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of Unifor Local 114 not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each associate for whom the deductions were made and the amount of each deduction. Dues Check-offs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) week period, as well as the associate for whom the deductions were made. Union dues deducted by the Employer shall be shown on the associates T4 slip.

3.09 Quarterly Union Visits

Upon no less than two (2) weeks' notice, the Employer will grant the Union access to its premises four (4) times per year so as to allow access to its members during working hours. The Employer will provide a suitable space for the Union Representative to conduct private meetings. The Union agrees not to disrupt associates work assignments unless otherwise authorized by the Employer and to meet at times that are least disruptive to the Employer's business (e.g. coffee breaks, lunch). The Union further agrees to limit these visits to no longer than four (4) hours per visit.

3.10 New Associate Orientation

A newly hired associate(s) will be introduced to the Shop Steward at the first opportunity when doing so and will not cause undue interruption with performance of the Shop Steward's or the new associates duties. The Shop Steward and the new associate(s) shall make arrangements for such time off with their respective Supervisors.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 Work Hours

The regular work week shall consist of five (5) seven and one-half (7 ½) hour days.

4.02 Overtime - Daily and Weekly

Work performed in excess of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, shall be paid at the rate of time and one-half (1 ½). All overtime work performed in excess of ten (10) hours per day, shall be paid at two times (2x) the regular hourly rate.

4.03 Overtime Scheduling

The Employer will use its' best efforts to reduce the necessity for overtime. However, the parties realize that from time to time, because of the nature of the bakery business, events beyond the control of the Employer such as breakdowns, absenteeism, unexpected volume swings, vacation and holidays, may require overtime. To equalize and lessen the impact of overtime, the parties agree as follows:

- (a) In cases of emergency resulting in overtime caused by illness, unusual volume fluctuations, or production delays, the Employer agrees to make a good faith effort to get the overtime work done by volunteers. Overtime work shall be voluntary and this implies the associates' right to refuse time in excess of normal hours. However, if there are insufficient volunteers, the Company reserves the right to assign the work in reverse order of seniority.
- (b) In order to help identify associates who want to volunteer for overtime as per Article 4.03 (a), the Company shall post a weekly voluntary overtime signup sheet in a convenient and visible area in the distribution center. Associates will be required to sign up for overtime on this sheet. Overtime will then be assigned based on seniority off this sheet. Should there be an insufficient number of volunteers the Company reserves the right to assign the work in inverse order of seniority.

4.04 Rest Periods

A lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift, but in no event shall it commence before completion of three (3) hours worked or later than four and one-half (4½) hours into the shift. If the associate is required to take a lunch period outside of the agreed upon hours, then the lunch period will be paid at regular rates. This provision applies to all associates.

If part-time associates complete a four (4) hour shift then they will receive a fifteen (15) minute paid break. If a six (6) hour shift is completed then the associate will receive a thirty (30) minute paid break.

All associates will be required to punch in and out for all breaks.

If a designated Occupational First Aid Attendant has a significant lunch break interruption, that associate's lunch break will be paid at regular rates.

4.05 Overtime and Rest Periods

There shall be a fifteen (15) minute rest period, with pay, during each half of the shift, no sooner than one and one-half (1 ½) hours after start of work or after start of lunch. If it is judged that there will be a minimum of one (1) hour of overtime to be physically worked, then the associates will be entitled to an additional fifteen (15) minute rest period to be taken prior to overtime commencing or after the overtime has been fully completed.

4.06 Work Scheduling

- (a) The Employer shall post all work schedules no later than three o'clock (3:00 p.m.) Monday, prior to the effective week. Posted schedules may only be revised with the consent of the associate concerned.
- (b) An associate shall not have less than twelve (12) hours off between shifts.
- (c) Notwithstanding any other provision of the Collective Agreement, if the Employer experiences uncontrollable emergency circumstances such as fire, flood, earthquake or other natural disaster or the failure of utility services –power, water, natural gas, etc., and finds it necessary to temporarily lay off associate's until services are restored, no notice period shall apply. However, a minimum of four (4) hours pay will apply for that day only.
- (d) Associates who are not eligible for a full-time posting will be scheduled for any planned shifts at the time of the posting of the work schedule. It is the responsibility of these associates to check the schedule each day they are in to see if any additions have been made. If the associate is not at work they will be called at home; if there is no response, the next person will be called. Associates scheduled and called under this section must have the ability to perform the work. The calls will be recorded in a logbook. It is understood that the Company has the right to determine what shifts are required, and in some circumstances may opt not to schedule in advance.
- (e) All regular full-time positions will be posted, including temporary vacancies such as vacation relief, WCB, short term disability and extended leaves of absence of eight (8) consecutive weeks or longer. If a shift is not anticipated to continue for a period of five (5) months, it will not be recognized as a regular shift and will not be posted as a permanent shift.

Should there be a requirement to change the start time of a shift by more than two (2) hours, the affected associate will have the option to displace another associate according to seniority.

- (f) If a shift is not posted per Article 8.01(a) and it becomes apparent that the shift will become a regular shift, then it shall be posted unless the parties agree otherwise.

The Company agrees to provide two (2) weeks' notice for a change in days off for posted associates, and further agrees to accommodate the changes on a volunteer basis where possible.

4.07 Minimum Pay

Associates reporting for work on the call of the Employer, including students to a minimum of two (2) hours pay at the applicable hourly rate. Any associate called under this provision shall have the right of refusal.

4.08 Minimum Hours

The Employer will seek to provide all full-time associates a minimum of thirty-five (35) hours per work week. Where volume levels require reduced hours, such reductions will be applied by department or unit and in reverse order of seniority.

4.09 Notice to Employer

It shall be the duty of the associate to advise the Employer as early as possible in advance of their shift (2 hours), when, due to illness or other causes, they are unable to report for work.

4.10 Work Schedules

Work schedules will not be used for disciplinary purposes.

4.11 Maximization of Hours to reflect the following:

While the Company is entitled to post shifts of various lengths as provided for this Collective Agreement, the Company will endeavor to post a maximum number of full-time shifts. The Company shall also maximize shifts of less than seven and a half (7.5) hours in length by combining all available hours to build shifts as close to seven and a half (7.5) hours as possible. This shall include all part-time hours.

The Company and the Union recognize the difficult circumstances of the fresh bread industry that lead to difficulty providing two consecutive days off.

Where operational possible and based on customer requirements the Company will provide two consecutive days off to as many associates as practicable. This-is-net-a guarantee,

The Company and the Union Designates at the distribution center shall meet quarterly to review scheduling and to work co-operatively in an effort to optimize shifts while being consistent with the Articles of this collective agreement.

ARTICLE 5 - VACATIONS

5.01 Vacation Time Allotment

- (a) Full-time Associates shall be entitled to vacations as outlined below and are paid current:

LENGTH OF SERVICE	TIME OFF	PAY
During Vacation Year (2)	2 weeks	2 weeks
During Vacation Year (3) up to and including year (6)	3 weeks	3 weeks
During Vacation year (7) up to and including year (13)	4 weeks	4 weeks
During Vacation year (14) up to and including year (18)	5 weeks	5 weeks
During Vacation year (19) and thereafter	6 weeks	6 weeks

Vacation Upon Termination: Associates in clause 5.01 (a) - are paid current, vacation pay has not been accrued therefore associates who terminate during the Calendar year will have their vacation entitlement pro-rated and outstanding vacation owing shall be paid and if unearned vacation has been taken it shall be deducted from final pay.

- (b) Part-time associates will be paid vacation pay on each cheque. Vacation pay on each cheque for part-time associates will be in accordance with the scale below:

Length of Service	Vacation Pay % of previous year's earning
During Vacation Year 1 up to and including Year 4	4%
During Vacation Year 5 up to and including Year 8	6%
During Vacation Year 9 up to and including Year 13	8%
During Vacation Year 14 and thereafter	10%

Any part-time associate that receives a full-time posting within a calendar year will continue to receive vacation pay on each cheque for the balance of that year. As of January 1st the following year the associate will be paid current and receive vacation time off according to the scale in Article 5.01 (b) above, based on their original hire date.

5.02 Vacation Year

"Vacation Year" (calendar year) rather than the associates anniversary year serves as the basis of vacation entitlement.

5.03 Vacation Must Be Taken

All vacation earned in a year must be taken in that year. No vacation is allowed to be carried forward unless specifically authorized. Wages shall not be paid in place of vacation. If an associate is unable to take their scheduled vacation within the current year, due to illness or injury, it shall be paid out no later than January 31st of the following year.

5.04 Vacation Scheduling

- (a) Blank vacation schedules will be posted on September 15th of each year. Associates shall enter all choices by October 15th with the schedule to be confirmed by the Employer no later than November 15th in each year. A copy of the final schedule is to be forwarded to the Union. Vacations will be scheduled by seniority subject to operational needs.
- (b) The Employer will endeavor to grant vacations at the time requested in the vacation season or period, considering business requirements and will allow 3 associates off at one time during prime time and 4 off during the rest of the year. However, as a general rule

no associate is entitled to more than three (3) weeks' vacation during prime time (**May 1 to September 30** and the weeks of Easter and Christmas). Easter week shall be the short workweek associated with Good Friday and Christmas week shall be the short workweek associated with Christmas day and Boxing Day. The Employer will review each year the number of associates permitted off at one time and will adjust accordingly.

(If staffing level increases the Employer will consider permitting associates off and if staffing level decreases the Employer may have to reduce the number of associates off at one time)

Associate vacations will be scheduled in **three (3) rounds**. During the first round, associates will be entitled to schedule **three (3) weeks** at any time throughout the year based on number of vacation slots available by seniority. During the second round, all remaining vacation will be scheduled, except should an associate wish to hold back one week of vacation to book as single days.

Single day vacations shall be booked during a third round and must be used between October 1st to April 30th.

- (c) Notwithstanding the above article, associates may take three (3) consecutive weeks vacation during "round one" of vacation scheduling on completion of fourteen (14) years' service.

5.05 Vacation on Stat Holiday

Statutory holiday pay will be issued as per Article 6.01 during the week the holiday occurs. In the event a public holiday falls during an associates annual vacation, such associate shall be entitled to a day off, without pay, at a mutually agreed upon time, se associate elected within four (4) weeks of the actual holiday and be taken within the calendar year in which the holiday occurs.

5.06 Leaves and Vacation

The following shall be considered as days actually worked for determining vacation time for an associate after one (1) continuous year of employment.

- (a) Absence on Workers' Compensation arising out of any one incident or absence due to any one illness, associates shall continue to accrue service from the date of injury and shall be eligible for time off (vacation pay will be based on current year entitlement), provided the associate returns to their employment.
- (b) Maternity leave, vacation, Statutory Holidays, approved union leave, bereavement leave, and paid sick leave.

5.07 Unscheduled Vacation

Where associates have not scheduled their vacation by October 15th of each year, the Employer shall designate when the unscheduled vacation must be taken prior to December 31st of that year.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Recognized Days

(a) The Employer agrees to pay at regular rates of seven and one-half (7 ½) hours per day for the following ten (10) holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

(b) Any additional statutory holidays declared by either the Federal or Provincial Governments shall be covered by the provisions of this Article.

6.02 To Qualify For Stat Pay

Clause 6.01 applies only to associates who have attained regular full-time employment status under Clause 7.09 (a), and who have worked the regularly scheduled workday before, and the regularly scheduled workday following the holiday, unless their absence is due to an authorized leave of absence or vacation with pay; or due to an illness or injury provided the associate has worked some time during the four (4) week period preceding the week in which the holiday occurs. Associates on valid WI or WCB claims are paid for the holiday through the insurer not by the Company.

6.03 Less Than Full-time Qualifier

An associate who has worked less than full-time hours shall receive payment for statutory holidays based on the number of hours worked in the two (2) pay weeks prior to the holiday divided by ten (10).

6.04 Time Worked

For the purpose of calculating guaranteed hours of work or overtime, paid holidays shall be considered as time worked.

6.05 Work on a Statutory Holiday

(a) In view of volume requirements on statutory holidays, either the day immediately before the holiday or the actual statutory holiday shall be observed as the associates' paid holiday.

- (b) Effective date of ratification all full-time associates, who are required to work on the actual Stat holiday, shall receive, for all hours worked on that day, a premium of \$2.50 per hour.

Effective January 1, 2015 all full-time associates, who are required to work on the actual Stat holiday, shall receive, for all hours worked on that day, a premium of \$3.00 per hour.

- (c) If an associate is required to work the actual statutory holiday, the associate will be paid an extra one-half (½) time for seven and one-half (7 ½) hours for the statutory day.
- (d) Statutory holiday pay will be issued as per Article 6.01 during the week the holiday occurs. In the event that an associate is required to work five (5) days during a holiday week, that associate shall be granted another day off, without pay, at the associate's choice selected within four (4) weeks of the actual holiday. The same principle shall apply when two (2) holidays occur in one (1) week. Once the associate has given the Employer a written request for time off, the employer shall respond in writing no later than five (5) working days said request was received. All requests will be received no earlier than three (3) months of requested stat.

ARTICLE 7 - SENIORITY, LAYOFF AND PROMOTIONS

7.01 Defined

- (a) Seniority shall mean length of continuous service within the bargaining unit.
- (b) Associates absent on approved leaves or other authorized absences shall retain and continue to accrue seniority unless specified otherwise elsewhere in the Collective Agreement.
- (c) Associates shall be placed on the seniority list by date of hire. In cases where associates have the same date of hire; their last name in ascending order will be used to determine their place on the seniority list.

7.02 Loss of Seniority

Seniority rights shall cease for any associate who:

- (a) Voluntarily terminates their employment;
- (b) Is discharged, and such discharge is not reversed through the Grievance Procedure;
- (c) Fails to report on the first day following the expiration of a Leave of Absence or Vacation without acceptable explanation;
- (d) Is recalled to work and does not report to within five (5) working days of receiving notice. Provided, however, and associate shall have the right to decline to return to

work if the Employer cannot guarantee two (2) full weeks of employment and the associate shall not forfeit his/her seniority stand in such cases.

- (e) Is working outside the bargaining unit in the employment of the Company for a total period not exceeding six (6) months.

Associate(s) promoted to non-bargaining unit positions will retain seniority rights to bump back into the bargaining unit for a period of six (6) months.

- (f) Accepts severance as per Article 7 or Article 21.

7.03 Lay Off

- (a) If lack of work, beyond the control of the Employer which is not subject to the technological change provisions of Article 12, results in the temporary layoff of associates, the associates affected shall be given a minimum notice on work schedules no later than 3:00 p.m. on the Monday prior to the effective week or three (3) days' pay.

- (b) If lack of work, not subject to the technological change provision of Article 12, results in the termination of associates with six (6) months', but less than three (3) years of seniority, written notice of at least two (2) weeks shall be given. Associates with three (3) years' seniority shall be entitled to three (3) weeks' notice of termination plus one (1) additional weeks' notice for each subsequent completed year, to a maximum of ten (10) weeks' notice. The Employer may pay associates' severance pay equal to the period of notice required.

- (c) In the event of layoff, associates will be laid off in reverse order of seniority.

- (d) The Chief Steward(s) shall be given a list, in advance, of associates who are to be laid off or recalled.

- (e) As opportunities occur, associates will be recalled to work in order of seniority.

- (f) No part-time associate will be utilized while there is a full-time associate on layoff who is available and capable of performing the work, unless the full-time associate has declined to return.

- (g) Severance

Severance Pay – all associates with one (1) year or more of service whose employment is terminated as a result of layoff of more than twelve (12) months, distribution center closure or movement of more than 30 kms from the current location, shall receive on (1.0) weeks' pay for each year of service from date of his/her hiring, based on their rate of pay on the date of termination.

Each Associate is entitled to receive this payment in a lump sum and may request that it be deposited directly into their RRSP without source deduction. This severance payment will be payable regardless of whether or not the associate finds alternate employment.

Associates who are laid off who choose to take the severance payment shall lose seniority and their employment shall be terminated.

7.04 Appeals

Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within ten (10) calendar days after the layoff took place.

7.05 Recall

Any associate laid off and recalled for work must return within five (5) working days when unemployed and within fourteen (14) calendar days when employed elsewhere after being recalled, or make definite satisfactory arrangements with the Employer to return.

7.06 Labour Force

The Union and the Employer will co-operate in maintaining a desirable and competent labour force.

7.07 New Hires

The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Clause 1.02 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new associates who are not members of the Union, provided said non-members, whether part-time or full-time associates, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

7.08 Probationary Associates

All new associates will considered probationary until they have accumulated sixty (60) days worked.

- (a) Probationary associates shall be on trial to determine their suitability for regular employment. The Employer may dismiss a probationary associate if it does not find such associate suitable for regular employment. This is a standard for probationary associates as provided for in Section 84(1) of the Labour Relations Code of British Columbia.
- (b) Upon successful completion of the probationary period, the associates name will be entered in the seniority list and their seniority date shall be their most recent date of hire.

7.09 Part-Time Associates

- (a) All new associates will be considered part-time associates until they have accumulated sixty (60) days worked. On attaining that service level, associates will be considered full-time and will be placed on the full-time seniority list according to Article 7.08 (b)

- (b) Article 7.09 (a) will not apply to associates who satisfy one (1) or more of the following conditions and they will not become full-time after sixty (60) days worked:
- i) Associates who are not in a full-time posting — including as per Article 4.06 (e)
 - ii) Associates who have not maintained an average of thirty (30) hours per week in the weeks required for the associate to achieve sixty (60) days worked.

Associates who are considered to remain part-time will be placed on the seniority list by date of hire.

ARTICLE 8 - JOB POSTINGS

- 8.01** (a) Associates appointed as a result of a job posting will have up to ten (10) shifts worked in which to decide if they wish to retain their new position. If an associate decides to revert to their former position, they may do so with no loss of previous position, pay or seniority. Similarly, the Employer will have up to ten (10) shifts worked to assess the associate's performance in the new position. In the event the associate's performance is less than satisfactory during the trial period, they will be returned to their former position with no loss in former wage rate or seniority. Any associate promoted, appointed, or hired because of the rearrangement of positions shall also be returned to their former position at their former wage rate or be laid off, as applicable. All returns to former positions, and layoffs, if required, will be completed within not more than ten (10) shifts worked after the trial associate has elected to revert or has been found less than satisfactory. No other notice periods referred to elsewhere in the Agreement will have application in such a circumstance. If an associate is unsuccessful in the new position then they will not be eligible to apply for the same position for a period of one (1) year.
- (b) Notwithstanding any other provision of this Agreement, it is mutually agreed that positions designated as Assistant Foreman or Lead Hand will be posted, however, the selection of the successful candidate will be based on skills, abilities and qualifications.
- In the event of the elimination of an Assistant Foreman job, the Company will have the right to determine which Assistant Foreman will be eliminated, and the associate displaced will have the ability to exercise their seniority as per the plant department layoff language, with the exception of displacing any junior Assistant Foreman. Furthermore, associates in other classifications may not exercise their seniority rights in layoffs by displacing junior Assistant Foremen, unless they have the skills, abilities and qualifications to do so.
- (c) Job posting referred to in Article 8 (a) shall be placed in conspicuous locations (including the secured notice boards) for a minimum of seven (7) calendar days. An associate

absent when a vacancy is posted shall receive equal consideration provided a Union Steward notified the Company in writing, within the seven (7) calendar day posting period, that the absent associate is an applicant for the posted vacancy.

ARTICLE 9 — CORRECTIVE ACTION

9.01 Shop Stewards - Grievance Handling

Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

9.02 Just and Reasonable Cause

An associate bound by this Agreement may be disciplined, suspended or discharged for just and reasonable cause and in accordance with Article 2.01.

9.03 Right to a Shop Steward

The Employer agrees that if it chooses to implement any form of discipline on an associate, a Shop Steward or union member shall be present.

9.04 Notification of Reasons in Writing

Associates shall be notified in writing of any form of discipline containing all relevant information. A copy will be given to the Shop Steward at the time of discipline.

9.05 Removal of Discipline from Personnel File

Discipline shall be removed from the associates personnel file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

9.06 Access to One's Own File

An associate at reasonable intervals and on his/her own time have access to his/her own personnel file, however the associate must give the Employer reasonable notice prior to requesting access. Should the associate require copies of material on file, then they will be required to pay a fee as per current payroll charges/fees.

9.07 Signing Not to Agree

Whenever an associate chooses to sign a document pertaining to discipline, he/she may do so only to acknowledge that he/she has been notified accordingly.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Union Recognition

- (a) The parties to this Agreement recognize the Stewards, the Union Officers and Unifor Local 114 Representatives specified in Article 3 as the agents through which associates shall process their grievances and receive settlement thereof.

- (b) Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters.

10.02 Time Limitations

The Employer or the Union shall not be required to consider or process a grievance which arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

10.03 Grievance Procedure

Step 1: An associate having a complaint shall submit the grievance, with a steward present, verbally to the immediate Supervisor within fourteen (14) calendar days of the act or condition that caused the complaint. The Supervisor will deal with the complaint and notify the associate and Steward of his/her decision within five (5) calendar days.

Step 2: If not resolved, the grievance shall be submitted by the steward in writing to the Distribution Manager within five (5) days of the decision from the supervisor.

The Distribution Manager and steward (with or without the grievor and supervisor) shall meet to discuss the grievance within seven (7) calendar days after the grievance has been filed. The Employer shall notify the grievor and the steward of the decision in writing within five (5) calendar days following this meeting.

Step 3: If not resolved, the grievance may be submitted by the Chief Shop Steward to the Human Relations Manager and the Union Representative within seven (7) calendar days. The Human Relations Manager, Distribution Manager (or designate), Union Representative, Chief Shop Steward, (with or without the grievor) shall meet to discuss the grievance within seven (7) calendar days after the grievance has been filed. The Employer shall notify all the parties of the decision in writing within five (5) calendar days following this meeting.

10.04 Grievor's Right to be Present

The Grievor(s) may elect to be present at any stage of the Grievance procedure.

ARTICLE 11 - ARBITRATION

11.01 Matter sent to an Arbitrator

If the parties fail to settle the grievance at Step 3 of the Grievance Procedure, either the Employer or the Union, by written notice to the other, shall have the right to appeal the dispute to an Arbitrator. Such appeal must be taken within sixty (60) calendar days from the date of the decision given at Step 3 of the Grievance Procedure. Any grievance not advanced to the next

step, within the time limit in that step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the Employer and the Union in writing; then the new date shall prevail.

11.02 Procedure

If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain agreement to refer the matter to an agreed upon Arbitrator within seven (7) calendar days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

11.03 Binding Decision

The decision of the Arbitrator will be final and binding on the two (2) parties to the dispute and shall be applied forthwith.

11.04 Single Arbitration Selection

The parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of an arbitrator within ten (10) working days of either party requesting arbitration by written notice to the other party.

11.05 Powers of the Arbitrator

It is agreed that the Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 10 and 11 where it appears that the default was owing to reliance upon the words or conduct of the other party.

11.06 Penalty too Severe

Where the Arbitrator is of the opinion that there is proper cause for disciplining an associate, but considers the penalty imposed too severe in view of the associates employment record and the circumstance surrounding the discharge or suspension, the single Arbitrator may substitute a penalty which is in the opinion of the single Arbitrator just and equitable.

11.07 Joint Cost

Each of the parties will bear the expense of the Arbitrator.

11.08 Decision Governed by Provisions In Collective Agreement

In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

ARTICLE 12 - EXCLUSION OF LABOUR RELATIONS CODE SECTION 50

- 12.01** The operation of Subsections (2)(3) of Section 50, of the Labour Relations Code is hereby specifically excluded from this Collective Agreement

ARTICLE 13 - SAFETY AND HEALTH

13.01 Purpose

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 as per Work Safe BC Occupational Health and Safety Regulations.

All associates of Bimbo Canada are safety leaders. All associates have a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others.

13.02 First Aid

- (a) The Employer will provide and maintain WCB required first aid equipment and supplies and will make every reasonable effort to ensure that a competent first aid attendant is available at each shift.
- (b) The Company agrees to provide compensation for the following:
1. the required first aid course;
 2. wages for the time of the course and exam;
 3. any applicable exam fees and any wages if required;
 4. First Aid attendants will receive a sixty five cents (\$0.65) per hour premium;
 5. Should the need arise for a Class 2 First Aid Attendant; a bonus of five hundred dollars (\$500.00) will be paid.

If an OFA is unable to fulfill the requirements of being a designated attendant, the company withholds the right to remove the attendant from service. If an attendant chooses to no longer provide first aid services to the company within one (1) year of getting there (re)certification, the associate must provide two (2) weeks' notice in writing and the company withholds the right to be fully reimbursed for the course and examination fees.

13.03 Joint Health & Safety Committee

The Employer and the Union agree to maintain Health and Safety Committees. The Committees shall function in accordance with the Workers' Compensation Board Health and Safety Regulations. Safety Committee(s) shall meet regularly to discuss and promote safety standards. Minutes shall be kept at all meetings with copies to be posted and forwarded to the Union via a Union Safety Steward.

13.04 Injured Worker Provision

In the event an associate meets with a compensable time-loss accident on the job, the Employer will pay for the associate the equivalent of any hours not worked on the date of injury up to the full amount of hours for which the associate was scheduled on that day.

13.05 Return to Work

Where an associate presents himself for work after some period of illness or incapacity, and reasonable grounds for requiring a medical examination can be shown to exist, the associate may be required to submit to a medical examination by a competent physician, at the Employer's expense. The associate shall be paid his time at normal hourly rate and for reasonable travel costs.

13.06 Safety Shoe Allowance

The Company agrees to reimburse up to one hundred and twenty-five dollars (\$125) per calendar year, or two hundred and fifty dollars (\$250) every two calendar years for CSA approved steel-toed safety shoes, for each associate who completed their probationary period.

13.07 Uniforms

The Employer agrees to pay the entire cost of supplying and cleaning uniforms and other clothing to be worn by associates.

13.08 Local Health & Safety Fund

The Company agrees to pay into a special Local Health & Safety Fund, one cent (1C) per hour per associate for all hours worked for the purpose of providing union Health and Safety training and funding Health & Safety programs within the Local. Payments should be made on a monthly basis to the Local fund effective August 21st, 2004. Cheques shall be made payable to:

Unifor Local 114 Health & Safety Training Fund
326 12th Street
New Westminster, BC, V3M 4H6

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence as per Article 16.09. Associates on said leave of absence shall continue to accrue seniority and benefits during such leave.

13.09 Drug and Alcohol Assistance Program

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the associate. The parties mutually agree to encourage the resolution of problems with drug and alcohol abuse by recommending rehabilitation actions to associates suffering from such abuse.

13.10 Training and Instruction

No associate shall be required or allowed to operate any piece of equipment until he/she has received proper training and instruction.

13.11 Counter Balance Forklift Trainer

The Employer will appoint Counter Balance Forklift Instructors and will cover the cost of the training course, lost wages, and any additional travel expense over their normal work commute.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 General Leaves of Absence

A general leave of absence up to one (1) month leave without pay and without loss of seniority may be applied for by associates with three (3) years' service. Associates must first use up current year's vacation entitlement prior to taking leave of absence and are subject to the following guidelines:

- (a) The request must be made in writing and submitted to the associates' immediate supervisor at least one (1) month prior to the first day of the requested leave.
- (b) Leaves of absence shall be for only one (1) occasion during any one (1) year period of employment.
- (c) Leaves of absence must be taken between October 15th to April 30th.
- (d) Leaves of absence will generally be limited to three (3) associates per year-on a first come first served basis. For clarity only one associate will be approved for a leave of absence at any one time.
- (e) In no case shall a leave of absence be granted to an associate for the purpose of working elsewhere.
- (f) All leaves of absence must be approved in writing by the Company with a copy to the Union. The Company shall provide written reasons for refusing leaves that conform to the above stated criteria and will not unreasonably refuse such requests.
- (g) Associates will have the option of maintaining their associate benefit coverage by pre-paying the cost of those benefits prior to commencing such leave for up a maximum of three (3) months.
- (h) An associate who fails to return to work on the expiry date of the general leave of absence shall cease to be employed by the Company. This shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified."
- (i) An additional leave of absence may be granted for up to one (1) year for educational purposes. Only full-time associates, with at least five (5) years of service, are eligible. The leave shall be for only one (1) occasion during their term of employment, without

pay, without benefits, and with no accrual of seniority. The leave explained in this Article 14.01(i) will be limited to a maximum of one (1) associate at a time.

14.02 False Information

If the associate furnishes false information regarding a leave of absence request, or fails to abide by the terms of leave of absence, he or she shall be subject to discipline.

14.03 Bereavement Leave

In the event of death in an associate's immediate family (parents, sister, brother, grandfather, grandmother, mother-in-law, or father-in-law) the associate shall be entitled to be absent from work three (3) days with pay. In the event of the death of a spouse or child, the associate shall be entitled to a paid five (5) day leave. Associates, who do not complete their shift following notification of a death in the immediate family, shall be paid full shift hours, in addition to the foregoing bereavement leave.

Further time off will not be unreasonably withheld.

14.04 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leave shall be in accordance with the Employment Standards Act.
- (b) Requests for Pregnancy or Parental leave must be made in writing at least four (4) weeks before the day on which the associate proposes to commence the leave and must be accompanied by a medical practitioner's certificate stating the expected or actual birth date.
- (c) The Employer may require an associate to commence a leave of absence where the duties of the associate cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the associate provides a certificate from a medical practitioner stating that she is able to perform her duties.

14.05 Union Leave

The Union may request Leaves of Absence for any associate to attend to Union business including conventions, conferences, seminars, negotiations, secondments, etc., by submitting such requests in writing at least two (2) weeks prior to the proposed effective date. Such requests will not be unreasonably denied.

The Employer will bill the Union and the Union will reimburse the Employer for wages and benefit contributions made on the associates' behalf during such absence.

14.06 Family Responsibility & Compassionate Care Leave

Family Responsibility:

In accordance with "Employment Standards", an associate is entitled up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the associate's immediate family.

Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an associate, and any person who lives with the associate as a member of the associate's family.

Family Leave does not accumulate from year to year. The Company will require an associate to provide a doctor's certificate or letter from the child's school, whichever is applicable.

Compassionate Care:

In accordance with "Employment Standards" an associate may apply for eight (8) weeks "Compassionate Care" benefits to provide care or support to a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks.

The Company will require the associate to provide a doctor's certificate or other evidence that the associate is entitled to Compassionate care leave.

It is agreed and understood that if the compassionate care and family responsibility leaves provided for under the Employment Standards Act are changed by legislative amendment, these changes shall be incorporated into these provisions.

14.07 Pay for Bargaining Committee

The Company agrees to pay for time spent by the Union Negotiating Committee in negotiations meetings with the Company for the renewal of subsequent Collective Agreements, to a maximum of eight (8) hours per day.

The Company agrees to make any pay for the facility arrangements for subsequent renewal Collective Agreement negotiations.

14.08 Jury Duty

The Employer agrees to pay associates when they serve on jury duty; or while serving as a subpoenaed witness in a court action or coroner's inquest. The Employer will agree to pay the difference between their regular straight time rate of pay and the amount they receive for such jury service; provide, however, that the associate upon receipt of said notice to serve on jury duty must notify the Employer as soon as possible and must show proof of such notice of summons.

14.09 Written Request

Once the associate has given the Employer a written request for time off, the Employer shall respond in writing no later than five (5) working days after said request was received.

ARTICLE 15 - SICK LEAVE BENEFITS

15.01 Qualifications

- (a) Regular full-time associates and all associates who have been continuously employed since before January 1, 2007 (if they would have worked one thousand five hundred (1500) or more hours in the previous calendar year) will receive four (4) paid care days on January 1st each year. These care days are available for use during the calendar year. Associates will be paid out 1.5 care days for every care day they have not used. This payment will be made on the second pay deposit following December 31st.
- (b) New full-time associates who first qualify for care days will receive a prorated number of care days based on the amount of time remaining between date they qualified for full-time status and the end of the year. Prorated care days will be measured in half-day increments.
- (c) Full-time associates who choose to terminate their own employment will qualify for a prorated number of care days based on the amount of time between the start of the year and their termination date. Prorated care days will be measured in half-day increments, and will not qualify for the 1.5x bonus.
- (d) Any associate found to have falsified or misrepresented time off as care leave or requested payment for time off when not legitimately sick, will be subject to discipline.

ARTICLE 16 - SOCIAL JUSTICE FUND

- 16.01** (a) The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (b) Subject to the following conditions, and effective August 21st, 2004, the Company will make monthly contributions to such a fund equal to one cent (\$0.01) for each straight time hour worked.
- (c) The Company will make these payments provided that:
 - (1) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
 - (2) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.

- (3) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
- (4) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (5) The objects, by-laws and resolutions of this non-profit corporation should permit it to making the following types of financial contributions:
 - (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like function;
 - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
 - (iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

ARTICLE 17 - BENEFIT ELIGIBILITY AND COVERAGE

17.01 Group Benefits & Health & Welfare Plan

Full Time associates who have completed probation as per 7.09 (a) will be eligible to participate in the Group Benefits Health and Welfare plan. It is understood that should a Full-Time associate revert to a Part Time position; their benefits will be disqualified and notice of termination will be given. Benefits will be cancelled as of the 1st day of the following month.

The Company will pay hundred percent (100%) of the monthly premiums under the Plan, however associates will pay hundred percent (100%) of Long-term Disability and any optional benefits.

Effective October 1, 2020 the Plan will provide for coverage to eligible associates, subject at all times to the terms and conditions of the Plan. Highlights include:

a) Group Life Insurance (including Accidental Death Dismemberment)

Group Life Insurance & Accidental Death and Dismemberment: \$75,000 coverage; terminating at retirement.

b) Optional Benefits

Optional Life insurance, at associate's expense, for members and/or spouses is available in accordance with Plan conditions after one (1) year of employment.

c) Extended Health Care

Providing assistance for payment of prescribed drugs and medicine, as well as medically required services and supplies. To be eligible for reimbursement, all expenses must meet the insurance company's criteria for "medically necessary" and "reasonable and customary".

- i. Eighty percent (80% to a maximum of \$1,000 out of pocket, then 100% company coverage) associate coinsurance of the prescription costs, with no maximum. **Mandatory generic drug substitution rule applies, unless a Doctor prescribes otherwise.** \$7.00 dispensing fee maximum. **The Company will provide a pay direct card.**
- ii. Vision care shall be to a maximum of two hundred and fifty (\$250.00) dollars per person per rolling twenty-four (24) month period. Eye Exams every two (2) years per person to a max of fifty (\$50) dollars per exam. Coinsurance at 100%.
- iii. Paramedical Services: Expenses for the services of the following licensed, certified or registered professionals authorized by the service provider will be reimbursement. The following service will be reimbursement at 100% up to a combined annual maximum of \$1,500: Chiropractors, massage therapists, naturopaths, podiatrists or chiropodists, osteopaths, acupuncturist, physiotherapists, dietician, audiologist, occupational therapists and homeopaths.
- iv. Hearing Aids to a maximum of one thousand (\$1,000.00) dollars per ear per person once every five (5) years (non-deductible).

d) Dental Care Plan

- i. Basic – ninety (90%) reimbursement for associates and eligible dependents
- ii. Major – seventy-five (75%) reimbursement on dentures and all other major expenses for associates and eligible dependents.
- iii. Combined maximum for Basic and Major expenses is two thousand five hundred (\$2,500.00) dollars per person per year.
- iv. Orthodontic – **sixty (60%)** percent reimbursement only for eligible dependent children up to age twenty-one (21) (twenty-five (25) if full-time student). Lifetime maximum of three thousand (\$3,000.00) dollars.
- v. Frequency of recall examinations is once every **nine (9) months**
- vi. Dental Accident – One hundred (100%) percent reimbursement for associates and eligible dependents. No deductible. No maximum.

e) Survivor Benefits

Effective January 1, 2015 the Company will provide Survivor Benefits for the associates' eligible dependents for the period of 12 months (Healthcare, vision, dental and drug benefit coverage).

f) Weekly Indemnity

60% of the associate's straight time (not including premiums) weekly earnings preceding the date of disability, **capped at \$577**. Weekly indemnity will be terminated at retirement. Payable on and from the 4th day of illness, and from the first (1st) day of accident and hospitalization; payable to a maximum of twenty-six (26) weeks for any one illness or accident. For the duration of the EI waiting period, the benefit is payable by the service provider, thereafter paid by Employment Insurance (EI)* up to the EI maximum period; the remaining weeks up to week 26 will be payable by the service provider. Currently, EI waiting period is 1 week, EI max payment period is 15 weeks. This is subject to change as per legislation. All claims must be supported by full medical information that substantiates the absence. The adjudication and administration of the benefits will be subject to the provider's policy.

For associates not eligible for EI but are eligible for benefits, the service provider will pay for the EI benefit period as per the WI benefit schedule.

g) Long Term Disability

Waiting period is one hundred and eighty-two (182) days. Eligibility terminates at sixty-five (65) years of age. Benefit is sixty (60%) percent of the associate's average straight time (not including overtime or premiums) weekly earnings immediately preceding the date of benefit eligibility, to a maximum of two thousand and five hundred (**\$2,500**) dollars per month.

h) Company Obligation

The Company's obligation 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.

17.02 Responsibility of Associates

It is understood and agreed that it is the responsibility of each associate to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the associates, beyond the obligations specifically stipulated in this Agreement. The Employer will give two months' written notice to the Unifor Local Representative prior to changing benefit carriers. It is understood that the Union may raise any issues with the Company related to the new carriers, however, for purposes of adjudicating claims the carrier will make the determination of what is reasonable and customary, and may not accept what the previous carrier covered in all circumstances. The Employer retains the exclusive right to select benefit carriers.

ARTICLE 18 — GENERAL PROVISIONS

18.01 Union Decal

The Employer agrees to display the official Union decal of Unifor where it can be seen by customers.

18.02 Charitable Donations

Associate donations to charity funds shall be on a strictly voluntary basis.

18.03 Time Off to Vote

The Employer agrees to fully comply with any law requiring that associates be given time off to vote.

18.04 Legislative Change

Should legislative change render any part of this Agreement null and void, and/or the effect of such change substantially alter the basis on which the Agreement was negotiated, the parties shall meet to negotiate revised terms in respect of that part of the Agreement. If the parties cannot agree on revised terms, then interest arbitration will be used to conclude the matter.

18.05 Training Opportunities

The Employer agrees that it is beneficial to have well trained associates. To ensure that all associates have every opportunity to learn new skills and upgrade their existing skills, the Supervisor shall be responsible for providing job training on an equitable basis to associates, while maximizing job rotation.

18.06 Printing of Collective Agreement

The cost of printing collective agreements shall be equally shared between Company and Union.

ARTICLE 19 - PENSION PLAN

19.01 It is agreed that a Venice Bakery Ltd. Associate Pension Plan (Reg. No. 38923), will be available to all eligible associates as defined in the Pension Plan provisions, effective April 1, 1975. The Pension Plan shall be altered only by mutual agreement of the parties.

Contributions will be made at the level of one percent (1%) for eligible associates with two (2) or more, but less than five (5) years of service and at the level of four and one half percent (4 ½ %) for eligible associates with five (5) or more years of service.

It is mutually agreed between the parties that during the life of the agreement a discussion may be initiated by the Union to consider an alternate Plan Carrier provided there is no additional cost to the Employer.

Associates may contribute a percentage of their wages to the pension plan.

ARTICLE 20 - HUMAN RIGHTS AND HARASSMENT

20.01 The Company and the Union agree that every associate has the right to equal treatment with respect to employment without discrimination on any of the prohibited grounds as listed and defined in human rights legislation. Associates further have a right to freedom from harassment, based on any prohibited grounds, in the workplace by the employer or agent of the employer, or by any other associates, vendors, consultants, visitors or customers of the Company. The prohibited grounds include race, ancestry, place of origin, colour, and ethnic origin, citizenship, religion, age, sex, and sexual orientation, record of offences, marital status, same-sex partnership status, family status, disability or lawful union activity.

Where an associate alleges that harassment has occurred on the job, the associate shall have the right to grieve under the Collective Agreement, and the complaint or grievance will be investigated thoroughly by both parties in confidence.

The Company and the Union will work collectively to ensure that the workplace is free from Harassment / Bullying / Personal Harassment and abide by Human Rights and Work Safe BC legislation.

ARTICLE 21- TECHNOLOGICAL CHANGE

21.01 Notification to Union

The Employer shall notify the Union two (2) months in advance of its' intent to institute material changes in production methods or facilities.

21.02 Re-training

Where jobs are eliminated due to the introduction of labour-saving equipment or technological change, the displaced associate will either be trained to operate the new equipment or be trained for other duties, at the discretion of Management.

21.03 Severance

Associates whose employment is terminated because of technological change or automation, shall be entitled to severance pay of one (1) weeks' pay at his/her regular straight time rate for each fifty-two (52) weeks of employment with the Employer.

21.04 Grievance Pertaining to Tech Change

Where the Employer introduces or intends to introduce a technological change that alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 of the Collective Agreement by bypassing all other steps in Grievance Procedure.

ARTICLE 22 - EXPIRATION AND RENEWAL

22.01 Duration & Notice to Bargain

The Agreement shall be in full force and effect from the first day of April 2020 until the 31st day of March 2023 and thereafter from year to year until a new agreement is consummated.

The Parties agree to specifically exclude the operation of Section 50 (2) of the Labour Code of British Columbia Act; and to agree that there shall be no re-opening of this Agreement until the proper notice is served prior to its expiration date of March 31, 2023.

Should either party desire to make any changes in this Agreement, the party desiring the changes shall notify the other party within four (4) months of the expiry date of this Agreement.

22.02 Notwithstanding Clause 22.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

22.03 No Strikes

During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its' members.

22.04 No Lockout

During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its associates or deliberately restrict or reduce the hours of work or deliberately send associates home when this is not warranted by the workload.

22.05 Picket Line Protection

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's customers within the Bargaining Unit, the Employer will in no way require or force members to report to work behind such a picket line, nor will the Employer discipline or in any way discriminate against an associate who refuses to report to work while a legal picket line exists at their place of work.

ARTICLE 23 — PAID EDUCATION LEAVE (PEL)

23.01 Paid Education Leave (PEL)

The Company agrees to pay into a special fund an amount of *three thousand (\$3,000)* dollars per year to provide for the Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
2015 Placer Court
Toronto, ON, M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Associates on PEL leave of absence will continue to accrue seniority and service.


SIGNED THIS 7th day of May, 2020:

FOR THE EMPLOYER:

FOR THE UNION:



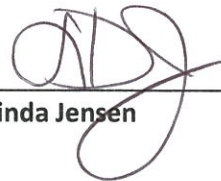
Byron Pope




Jean Van Vliet




Ron Windhorst




Linda Jensen




Harshita Dubey



Glen Quan



Cam Mochrie



Long Pham

SCHEDULE "A"

Re: Classification and Wage Rates

203rd Distribution Wages:

	2019	2020	2021	2022
Starting	17.09	17.43	17.78	18.14
3 months	17.40	17.75	18.11	18.47
6 months	17.72	18.07	18.43	18.80
12 months	18.36	18.73	19.10	19.48
18 months	18.68	19.05	19.43	19.82
24 months	19.31	19.70	20.09	20.49
30 months	19.63	20.02	20.42	20.83
36 months	20.16	20.56	20.97	21.39
42 months	20.96	21.38	21.81	22.25
48 months	21.75	22.19	22.63	23.08
54 months	22.55	23.00	23.46	23.93
60 months	23.35	23.82	24.30	24.78
66 months	26.05	26.57	27.10	27.64

Wage Increase:

Increases to be effective the first full pay period of April in each of the following years:

- Year 2020 – 2% wage increase – effective April 5, 2020
 - Year 2021 – 2% wage increase – effective April 4, 2021
 - Year 2022 – 2% wage increase – effective April 3, 2022
- **Effective April 5, 2020 - Shift Premiums: A seventy-five cent (\$0.75) shift differential will be paid during the term of this agreement, for all hours or any part thereof, between 6:00 p.m. and 6:00 a.m.**

Effective April 5, 2020 - Lead Hand Premium: Lead Hands shall receive a premium of two dollars (\$2.00) per hour for all hours worked.

Saturday Night Premium: All hours worked Saturday night between 6:00 p.m. and midnight shall be paid an additional premium of one dollar (\$1.00) per hour.

Sunday Premium: Associates required to work on Sunday shall receive additional premium pay of one dollar (\$1.00) per hour.

Variation in Wages: Any variation in wages in excess of the schedule of wages shall be negotiated between Union and Management.

Additional Classifications: If additional classifications are established within the bargaining unit during the term of this Agreement, the rates for same shall be subject to negotiation between the Employer and the Union and subject to the provisions of Article 8.01 (c).

LETTER OF UNDERSTANDING #1

Between:

Bimbo Canada Limited

(Langley 203rd Street Distribution)

And:


Unifor Local 114

The Employer agrees that, in the event that the Employer should lease, purchase, or operate a bakery, warehouse, or distribution centre in the province of British Columbia, the parties to this Collective Bargaining Agreement shall meet and negotiate a mutually acceptable Collective Bargaining Agreement for the bakery, warehouse, or distribution centre.

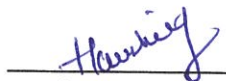
This letter will become null and void upon proof from the Company that they have removed from other Bimbo Canada Collective Agreements in the province of British Columbia any similar letters or agreements.

SIGNED THIS 7th day of May, 2020.

FOR THE EMPLOYER:


Byron Pope


Ron Windhorst



Harshita Dubey

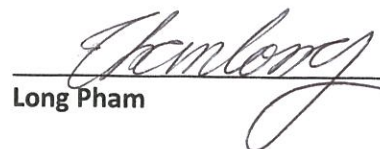

Cam Mochrie

FOR THE UNION:


Jean Van Vliet


Linda Jensen


Glen Quan


Long Pham