

# **COLLECTIVE AGREEMENT**

**Between:**

**Bimbo Canada**

**Winnipeg, Manitoba**

**And:**

**Bakery, Confectionery, Tobacco  
Workers' and Grain Millers  
International Union (BCTGM)  
Local 389**

**Winnipeg Distribution Centre  
Agreement**

**February 27, 2021 to February 27, 2027**

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**BAKERY, CONFECTIONERY, TOBACCO WORKERS AND  
GRAIN MILLERS INTERNATIONAL UNION, LOCAL NO. 389**

hereinafter referred to as the "Union"

- and -

**BIMBO CANADA**

**255 Haggart Avenue, Winnipeg, Manitoba**

hereinafter referred to as the "Company"

WITNESSETH THAT:

The parties hereto have formulated this Agreement in order to promote and maintain a peaceful and harmonious industrial relationship between the Company and such of its associates as now are or may become subject to the provisions hereof.

NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS:

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 It is the intent and purpose of this Agreement that the Company and the Union cooperate to obtain an efficient and unrestricted production and distribution of products; to maintain a harmonious relationship between the Company and its associates; to provide a method of settling in an amicable manner any difference or grievance which may from time to time arise; and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.
- 1.02 In this Agreement wherever the words "he", "she", "his", or "her" appear, it shall be construed as meaning persons of either gender.
- 1.03 It is the policy of the Company and the Union that the provisions of this agreement be applied to all associates covered by this Agreement without regard to race, colour, creed, age, gender, national origin, disability, or other such factors as set forth under the Manitoba Human Rights Code.

In order to ensure full knowledge and understanding of the foregoing policy on the part of associates and all representatives of the Company and the Union, the parties hereby incorporate the same in this agreement. Any claims of violation of this policy or the Manitoba Human Rights Code may be taken up as a grievance, provided that any such claim must be supported by written evidence by the time it is confidentially presented by the Union at a meeting with the Company.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer recognises the Union as the exclusive bargaining agent for all its Distribution Centre associates located at the company's Distribution Centre at **255 Haggart Avenue**, Winnipeg, Manitoba, save and except supervisors, and those persons above the rank of supervisor, all office, clerical, and retail store staff, technical staff, salespersons, trucking and delivery staff.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Except where specifically provided by the terms of this Agreement, the management of the Company's operations and the selection of associates for hiring, and direction of associates will continue to be vested exclusively with the Company, and shall include the right of the Company, to hire, transfer, classify, lay off, promote, demote, suspend, discharge, and otherwise discipline associates provided that associates who have completed their probationary period shall only be suspended, discharged, or otherwise disciplined for just cause and further, provided that such rights shall not be exercised to discriminate against any associate or avoid any of the provisions of this Agreement.
- 3.02 The Company reserves the rights to determine whether incentive programs should be implemented and to implement same.
- 3.03 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall the provisions be used to discriminate against any member of the Union.

## **ARTICLE 4 - UNION SECURITY**

- 4.01 The Union shall supply the Company with application forms for Union membership and dues deductions which shall be signed by all new associates on the day on which the new associate is hired. All completed copies of the application for membership forms shall be returned to the Union and shall serve as notification of commencement of employment.

On or before the first day of employment, an associate shall meet briefly with a Union representative for the purposes of answering questions or concerns and transfer of Union documentation (such as the Collective Agreement) to the associate.

- 4.02 Upon written request of an associate, the Company will, in accordance with the tenor of the request, deduct the associate's Initiation Fee and monthly Union dues, remitted same, together with a list of the associates from whom they have been

made to the Secretary Treasurer of the Union, on or before the 15<sup>th</sup> day of the following calendar month in which the dues are deducted.

- 4.03 The Union shall have the right to post on the notice board on the Company's property, only such notices as shall have been previously submitted to and approved by the **Site Leader**.
- 4.04 **Shop Stewards** employed by the company shall be afforded the right to attend to union matters on the company premises during work hours without penalty to wages.

#### **ARTICLE 5 – UNION REPRESENTATION**

- 5.01 The authorised Business Agent or Representative of the Union shall be permitted to visit members regarding Union business during working hours, after notifying the Management. No interview shall be more than five (5) minutes, or longer as agreed by the **Site Leader** unless during lunch or break times and will not disrupt operations.
- 5.02 The Employer agrees to recognize as an authorized representative of the Union one (1) Shop Steward per shift, who shall be recognized as the Chief Steward, provided **they are** an associate of the Employer who has acquired seniority under this Collective Agreement. The Union shall notify the Employer of the Shop Stewards who have acquired seniority under this Collective Agreement. The Union shall notify the Employer in writing of the names of the Shop Stewards from time to time. The Employer shall not be required to recognize any associate as Shop Steward unless **they have** acquired seniority and unless the Employer has received such notice in writing from the Union.
- 5.03 The Employer acknowledges the right of the Union to appoint up to two associates to deal **with the renewal of this agreement**. Each member of the negotiating committee shall have completed **their** probationary period.

#### **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

- 6.01 The Union agrees that during the life of this Agreement it will not cause or engage in nor will it give permission to a member, or members, to cause or engage in a strike, slowdown, walkout, curtailment or stoppage of work or any other form of interference with the operation of the **Distribution Centre** or conduct of the Company's business or any part thereof.
- 6.02 The Company agrees it will not cause or institute a lockout of its associates during the term of this Agreement.

- 6.03 The Union agrees that it will not involve any associate of the Company, during the associate's scheduled working hours, or the Company itself, in any dispute, which may arise between any other employer and the associates of such other employer.

## ARTICLE 7 - SENIORITY

- 7.01 New Associates shall be considered probationary associates for their first eight hundred eighty (880) hours worked and during the probationary period will be entitled to no seniority and may be dismissed or laid-off at the discretion of the Company without recourse to the grievance procedure. Upon completion of the probationary period, the associate's name shall be entered on the seniority list, with the seniority back dated to last date of hire.

Associates with identical seniority dates shall be determined by month and day of birth in that order.

Once an associate is on the seniority list, seniority will be based on hours actually worked and includes Company paid-time off.

- 7.02 An up-to-date unit seniority list will be posted on the bulletin board quarterly with a copy forwarded to the union, so that it is available to associates for reference.
- 7.03 (a) Seniority with the Company shall govern in all cases of layoff, and recall to work following layoff, in the following manner, provided the associates are presently able to perform in a proficient manner the work available:
- (1) Layoff shall take place by seniority and;
  - (2) In the event of a position elimination, the associate(s) affected may resort to the layoff procedure.
  - (3) **Team Leads** shall be last to be laid off in a situation of layoff, providing that the associate has maintained **Team Lead** status for a minimum of six (6) months.
- (b) Associates shall be recalled back to work in the reverse order to which they were laid off.
- 7.04 A person shall lose all seniority and **their** employment shall be terminated if they:
- (a) **quit**, for any reason;
  - (b) **are discharged** for just cause;
  - (c) **are absent** from work without leave for three (3) working days, unless a reason satisfactory to the Company, is given;

- (d) are laid-off or does not work for a period of twenty-six (26) consecutive weeks due to a lack of available work;
  - (e) upon being recalled, fail to report for work within seven (7) days;
  - (f) overstay an authorized leave of absence or utilize a leave for purposes other than those for which the leave was granted, without providing a reason satisfactory to the Company;
  - (g) are absent due to illness or disability other than a work-related injury/illness for a period of twelve (12) months.
- 7.05
- (a) In promotion within the bargaining unit, to a permanent vacancy declared by the Company, seniority shall govern, provided that the associates in question are of equal fitness, merit and present ability to perform the work required.
  - (b) Should an associate be found to be incapable of performing their duties within their new classification, they may within a period of **eighty (80)** hours from the date of promotion be returned to their former position with no loss of seniority.
  - (c) The Company agrees that when a permanent vacancy or new position as above occurs, to post a notice for three (3) working days inviting applications for affected full-time positions and shall decide the awarding of the job within a further three (3) working days. The scheduled shift times shall be posted on shift postings. The posting process shall be subject to the following:
    - (1) Only the original vacancy and the first resultant vacancy where applicable shall be posted. **There shall be no further postings beyond the second posting, at which point any further vacancies will be filled by appointment using seniority and ability as the determining factors.**
    - (2) In the event the applicant chosen for the posting returns to their former position within the trial period, then the vacancy will not be re-posted but the other applicants for that posting will be considered.

#### ARTICLE 8 - REPORTING FOR WORK PAY

- 8.01 Any associate who reports for work at their scheduled starting time without having been previously told not to report shall be paid for four (4) hours at their regular straight time hourly rate of pay.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the associates covered by this contract, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. Any associate, the Union or the Company may present a grievance. Any grievance which is not presented within **ten (10) calendar** days following the event, given rise to such grievance, shall be forfeited and waived by the aggrieved party.

STEP ONE By a discussion between the associate, **their** immediate supervisor and Shop Steward if the associate so requests. **The immediate supervisor shall respond no later than ten (10) calendar days.** If a satisfactory settlement cannot be reached, then;

STEP TWO The grievance shall be submitted in writing on a form supplied by the Union to the **Site Leader** for discussion between the **Site Leader**, Associate, Shop Steward and setting out the following:

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The remedy or correction required and;
- (c) The article(s) of the agreement claimed to have been violated.

If a satisfactory settlement cannot be reached within **fourteen (14) calendar** days then,

STEP THREE The grievance will then be reviewed at a meeting between a Company Human **Relations** Representative, the Union Representative and such other attendees as may be agreed; then,

If a satisfactory settlement cannot be reached within **fourteen (14) calendar** days then, the matter may be referred to the **Arbitrator** established by Article 10.

If the grievance has not been advanced within the **fourteen (14) calendar** days following the answer at Step One, Step Two, or Step Three, then it shall be deemed to have been abandoned.

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

- 9.02 If an associate who has completed the probationary period, alleges that they have been unjustly discharged they shall notify the company in writing, within **fourteen (14) calendar** days after date of separation or else it shall be deemed abandoned and stating the reason of objection to the discharge and the grievance will be considered commencing with Step Two of section 9.01 of this Article.
- 9.03 Should any grievance arise directly between the Company and the Union as to the interpretation and application of the provisions of this Agreement; the grievance shall commence with **Step Two** of the grievance procedure.
- 9.04 A **Shop Steward** as contained in this Article, will mean a full-time associate of the Union, or **their** designate.

#### **ARTICLE 10 - ARBITRATION**

- 10.01 If the Union and the Company cannot reach a resolution through the grievance procedure contemplated in Article 9, then upon request of either party, the grievance shall be referred to a single Arbitrator. It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement or any of its parts; the Arbitrator may, however, interpret the provisions of this Agreement.

#### **ARTICLE 11 - DISCIPLINE**

- 11.01 The Company shall advise the associate in writing of its decision to discipline within **fourteen (14) calendar** days of its knowledge of the incident or completion of its investigation, whichever is later. The Company will notify the associate and the Union Representative upon the commencement of an investigation that may lead to discipline.
- 11.02 For any discipline or investigation meeting the associate must have a shop steward present unless the associate waives their right to representation. If no shop steward is available, the union representative may attend. For clarity, coaching is not to be considered a form of discipline but rather a resource in order to assist the associate with improving concerns prior to disciplinary action being taken.

#### **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

- 12.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter work week

or workday whenever; in the opinion of the Employer, this is required for business reasons.

12.02 Regular Work Schedule: The daily hours of work of an associate at straight time rate shall consist of up to eight (8) consecutive hours per day. The work at straight time rate shall consist of forty (40) hours per week. The Company reserves the right to schedule shifts of less than eight (8) hours per day and forty (40) hours per week. The Company shall put forth a reasonable effort to provide senior associates forty (40) hours per week.

Scheduling: Scheduling will be done on a weekly basis in accordance with seniority and subject to associates having the present ability to perform the work in a proficient manner.

The regular work schedule will be posted on Thursday for the following workweek.

For purposes of this agreement, the classification is (1) Shipper.

The company will endeavour to provide at least twenty-four (24) hour notice of a change in schedule except in the event of emergency or other unforeseen circumstances.

12.03 In a minimum **eight (8) hour shift** associates shall be scheduled for two (2) paid ten (10) minute rest periods and one (1) unpaid thirty (30) minute meal period for each **five (5) hours of work based on Manitoba Employment Standards. For clarity, should an associate work a total of ten (10) hours, they shall receive one (1) unpaid thirty (30) minute meal period.**

12.04 For greater clarity, associates shall be scheduled for the following rest and meal periods:

(a) Five (5) hour shift or less:

one (1) paid ten (10) minute rest period.

(b) Greater than five (5) and less than or equal to seven (7) hour shift:

A thirty (30) minute meal period of which ten (10) minutes is paid

(c) Greater than seven (7) hour shift:

two (2) paid ten (10) minute rest periods

one (1) unpaid thirty (30) minute meal period.

12.05 Overtime shall be paid at a rate of time and one half (1½ x) the regular hourly rate for work performed in excess of forty (40) hours of work in the week or eight (8) hours in a day.

12.06 Supervisors shall not normally be utilized to perform work normally performed by associates in the bargaining unit. This shall not, however, apply in the case of work of an experimental, instructional, or educational nature, unscheduled absence or in the cases of emergency. Trainees will be permitted to perform such work, but neither they nor any technical staff members will be used to replace an associate.

12.07 (a) Associates required to work two (2) hours or more of overtime, in addition to an eight (8) hour daily shift, or greater, shall be granted an additional paid ten (10) minute break (including travel time).

(b) All associates shall have a minimum of ten (10) hours between shifts.

12.08 The above does not preclude the employer from instituting a work schedule where the maximum hours of work of an associate at straight time rate consists of ten (10) consecutive hours per day and where the work week at straight time rate consists of forty (40) hours per week.

In such instance overtime would be paid at a rate of time and one half times ( $1\frac{1}{2}$  x) the regular hourly rate, in circumstances where the associate had been required to perform work in excess of forty (40) hours in a work week or in excess of ten (10) hours a day.

12.09 (a) In the event that the Employer requires overtime it will first be offered on volunteer basis by seniority and skill and ability to those associates at work, based on the business needs, in an area where the overtime is required. In the event of insufficient volunteers, overtime will be assigned to the most junior associate(s) at work.

(b) Where overtime is anticipated by the Employer to be one or more full shifts, the overtime will first be offered on an equitable basis to those associates with the present ability and willingness to do the work, in the work area where the overtime is required. Failing this, the Employer will assign the work to associates with the present ability to do the work in reverse order of seniority.

(c) Mandatory overtime shall not be more than two (2) hours per day or forty-eight (48) hours per week. In cases of emergencies as defined below, the Company may require daily mandatory overtime exceeding two (2) hours. The Company acknowledges that 48 hours shall be the maximum overtime threshold unless agreed upon by the Company and the associate. The Company will provide two (2) hours' notice prior to the end of the shift when overtime is required.

(d) In the event of an emergency, as defined as associates providing short notice of absence (less than 2 hours), unusual volume fluctuations, production

delays or delays related to weather, the Company may require more than 2 hours of mandatory overtime.

In the event of a violation of this Article, the remedy shall be that the associate(s) is offered the next overtime opportunity subject to the present ability to perform the work.

- 12.10 No Pyramiding: There shall be no pyramiding of overtime, call-in, holiday pay or premium payments.

### ARTICLE 13 - VACATIONS

- 13.01 The Company determines vacation scheduling and changes, and the number of associates that are on vacation at any one time.

Vacation will be scheduled, by seniority, provided associates remaining have the present ability to perform the available work in a proficient manner.

The company's vacation year will be the period from January 1<sup>st</sup> to December 31<sup>st</sup>. A notice will be posted on October 1<sup>st</sup> of each calendar year, requesting associates to state their choice of vacation dates for the following calendar year. Such notice will be removed by the Employer at the end of that month and the vacation schedule prepared and posted within ten days. Requests to reschedule vacation periods after the date will be considered by the Employer; however, the requested changes will not be made if, in the opinion of the Employer, the rescheduling will interfere with the vacations of other associates or with the Employer's operating needs.

- 13.02 An associate with one (1) year or more but less than five years of continuous service from last date of hire, as at January 1<sup>st</sup>, shall be entitled to two (2) weeks' vacation. Pay for such vacation shall be four percent (4%) of the associate's straight time earnings in the previous year.
- 13.03 An associate with five (5) years or more of continuous service **but less than eleven (11) years** from last date of hire, as at January 1<sup>st</sup>, shall be entitled to three (3) weeks' vacation. Pay for such vacation shall be six percent (6%) of the associate's straight time earnings in the previous year.
- 13.04 An associate with eleven (11) years or more of continuous service from last date of hire, as at January 1<sup>st</sup>, shall be entitled to four (4) weeks' vacation. Pay for such vacation shall be eight percent (8%) of the associate's straight time earnings in the previous year.

**ARTICLE 14 - PAID HOLIDAYS**

14.01 All Associates covered by this Agreement shall receive a day off with pay on the following **General Holidays**, and all other Public Holidays proclaimed by Provincial and Dominion Governments, provided they have been employed with the Company for thirty (30) working days prior to the holiday:

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

The entitlement to and calculation of pay for a **general** holiday shall be pursuant to the Manitoba Employment Standard statute (Sec. 22).

14.02 Associates required to work the holiday, shall be paid at the rate of time and one-half (1½ x) in addition to their calculated holiday pay.

14.03 When any of the **general** holidays listed above falls within an Associate's annual vacation period such Associate shall be granted one additional day off with **their** calculated **general** holiday pay if otherwise earned, at a time mutually agreed upon or, the calculated **general** holiday pay in lieu of.

14.04 Notwithstanding the above, an associate shall not be entitled to **general holiday** pay if the associate fails to work his/her regular scheduled work shift immediately prior to and following a **general** holiday, does not work on a holiday when required or scheduled to do so, or is in receipt of other forms of compensation provided for by this agreement or by law.

**ARTICLE 15 - SHIFT SCHEDULE**

15.01 The starting and stopping times of work of associates may be advanced or retarded at the discretion of management.

15.02 The work week shall commence 12:01 A.M. Sunday to Saturday midnight.

15.03 Shift premium of forty (\$.40) per hour shall be paid for all hours worked between 12:00 A.M. and 6:00 A.M.

**ARTICLE 16 - LEAVES OF ABSENCE**

16.01 The Company agrees to grant the necessary time off, without pay, to one associate designated by the Union to attend a Labour convention or to serve in any capacity

on any official Union business, provided however; that notification is given to the Company in sufficient time to secure a relief person for the job involved. Such leave of absence shall be limited to a four (4) week period in twelve (12) calendar months **no longer than one (1) week at a time. Once every four (4) years, the Company will extend to no longer than ten (10) consecutive days for the International Convention.** Any union-related business that requires associates to be called away from the facility will be an unpaid leave.

Once per year, upon giving reasonable notice, and as long as the associate can be replaced, the employer shall give two (2) days leave without pay for shop stewards to attend the Union's shop steward seminar.

#### 16.02 General Leave of Absence

- (a) A leave of absence without pay may be granted to an associate by the Employer at its discretion.
- (b) Except where the Employer specifically waives the requirement, all leave of absence requests shall be made in writing. If leave is granted by the Employer, at its discretion, it shall be confirmed in writing.

#### 16.03 Bereavement Leave

In the event of a death in an associate's spouse, son, or daughter the associate shall be granted a leave of absence of up to five (5) days with pay in accordance with the conditions in this clause.

In the event of a death in an associate's immediate family, the associate shall be granted a leave of absence of up to three (3) days with pay in accordance with the conditions in this clause.

The term "immediate family" means the associate's mother, father, brother, sister, mother-in-law, father-in-law and grandparents.

#### 16.04 Maternity Leave and Parental Leave

Maternity Leave shall be in accordance with the Employment Standards Act. Such request will be granted, provided the associate submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant, and indicating the estimated date of delivery. Maternity leave will be for a period of not more than seventeen (17) weeks. Parental leave shall also be granted in accordance with the Employment Standards Act.

16.05 Witness/Jury Duty

If an associate is called or subpoenaed and is required to serve on jury duty or as a witness other than a dispute between the parties on **their** normal working day, the Employer agrees to pay the equivalent of the regular rate at straight time for scheduled hours less jury duty pay. Associates shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

16.06 Compassionate Leave

The Company agrees to grant time off consistent with the compassionate leave provisions of the Manitoba Employment Standards Act.

16.07 Family Leave

The Company agrees to an unpaid leave for family responsibilities as defined by the provisions of the Manitoba Employment Standards Act. An associate who has been employed for at least 30 days may take up to three (3) days of unpaid leave each year, but only to the extent that the leave is necessary. Provisions include:

- (a) For the health of the associate; or
- (b) For the associate to meet his or her family responsibilities in relation to a family member

An associate wishing to take a leave under this provision must give the employer as much notice as is reasonable and practicable in the circumstances. The employer may require the associate to provide reasonable verification of the necessity of the leave.

If an associate takes any part of the day as leave under this provision, the employer may count that day as a day of leave for the purposes of this section.

**Effective January 1, 2021 all active Associates on payroll who have passed probation shall be eligible to have one (1) of their Family Leave days paid by the Company each calendar year. Effective January 1, 2023 all active Associates on payroll who have passed probation shall be eligible to have two (2) of their Family Leave days paid by the Company each calendar year. If unused, these days will not carry forward to subsequent years.**

16.08 It is understood that the Company will comply with all additional job protected leaves under the Manitoba Employment Standards Act.

## ARTICLE 17 - PHONE-IN

- 17.01 All associates are required to inform their immediate Supervisor of absence from work due to illness two hours prior to their starting time in any one-day. Associates shall inform the Supervisor or the **Team Lead**. In circumstances where neither are available, the associate must call the absence hotline.
- 17.02 Also, associates must inform their Supervisor when they will return to work following an illness.
- 17.03 When an associate is absent from work due to illness for a period of at least five (5) days, **they** must inform **their** Supervisor at least forty-eight (48) hours in advance of **their** proposed return.
- 17.04 If the Company requires verification of illness the associate shall be required to provide suitable verification such as an authentic medical certificate. The Company then agrees to reimburse the associate for the cost of the certificate, upon the associate submitting the receipt to the Company.

## ARTICLE 18 – SAFETY, SHOES, & UNIFORMS

- 18.01 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. All associates have a primary responsibility for **their** own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others.

- 18.02 A Safety Committee composed of equal representation from the Company and the Union shall be established to make recommendations regarding safety and health.
- 18.03 Following the probationary period, the associate will be eligible to receive a reimbursement from the Company of \$100.00, within the first year of continuous employment, for steel toe safety footwear **and insoles**. Payment to the associate will be issued upon the associate submitting the receipt of purchase. One (1) year following the date of previous payment, the associate will be eligible to receive a reimbursement from the Company of **\$140.00** for steel toe safety footwear **and insoles**. Payment to the associate will be issued upon the associate submitting the receipt of purchase.

- 18.04 Uniforms shall be provided by the Company upon completion of the required probationary period.
- 18.05 The Company shall make reasonable provisions for the safety and health of the associates during the hours of employment. Protection devices and other equipment deemed necessary to properly protect associates from injury shall be provided by the Company.
- 18.06 The Company and Union agree that facility security and the security of associates are of paramount importance. All parties agree that the measures the Company undertakes to provide security shall be in compliance with current legislation.

#### **ARTICLE 19 – HEALTH BENEFITS**

- 19.01 Premiums for Health and Welfare Benefits are 100% paid by the Company.

New associates who average thirty (30) hours per week will qualify for benefits after their first three (3) months of continuous employment. Eligible coverage will thereafter be provided on an annual basis commencing February 1<sup>st</sup> 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 coverage (and continued coverage), an Associate must have worked fifteen hundred and sixty (1560) hours in the fifty-two (52) weeks prior to the date of determination. Should an associate not have been employed for the full fifty-two (52) weeks, they must have maintained an average of thirty (30) hours per week for continued benefit coverage. An associate who fails to maintain sufficient hours of work will be disqualified from coverage.

- 19.02 Benefits will be provided to eligible associates, subject at all times to the terms and conditions of the Plan. **Drug Prescription Plan** – Based on 80% reimbursement for the first \$1,000 out of pocket per associate and eligible dependent; 100% reimbursement thereafter: mandatory generic substitution.

- 19.03 The Company will provide associates with a Short Term Disability (STD) plan with the following provisions:

- a) The STD Program will commence on January 1, 2017
- b) All associates that have completed the probationary period will be eligible for the program after January 1, 2017.
- c) The plan will be 100% employer paid.
- d) Associates on the STD plan will be paid 60% of their gross regular time earnings to a maximum of the Employment Insurance maximum.

- e) The maximum number of weeks an associate can remain on STD will be 26 weeks or after their 65th birthday or having early retirement.
- f) STD will commence after 4 days of illness or 1 day of sickness in the hospital.
- g) A benefit plan document will be made available to provide full plan details.

19.04 The Company will provide associates with defined contribution (DC) pension plan with the following provisions:

- a) The DC pension plan will commence on January 1, 2017.
- b) All associates are required to join the first day of the month after completing two (2) years of continuous service.
- c) Associates must contribute 2% of base regular earnings into the plan.
- d) The Company will contribute 2% of base regular earnings into the plan
- e) Effective January 1, 2025 the Associate and Company contributions will increase to 2.25% of base salary earnings
- f) Effective January 1, 2026 the Associate and Company contributions will increase to 2.50% of base salary earnings
- g) A Plan Summary Document will be made available to provide full plan details.

## **ARTICLE 20 - WAGE SCHEDULE**

20.01 The attached Wage Schedule on "Appendix A" shall form a part of this Collective Agreement.

20.02 The Team Lead is a classification that will be an appointed position by the Company to ensure safety, performance, training, quality and housekeeping are of high standards. The Team Lead will report directly to the Supervisor, bringing forward issues as required and at no time will the Team Lead be expected to directly discipline an associate. The Company will retain the uncontested right to appoint Team Leads as required from applicants and will ensure there is a process in place to post the opportunity so that any interested associate may apply. Should there be no interested and/or qualified associates who apply, the Company may recruit for this role externally.

Effective the first full pay in 2021 associates occupying the Team Lead position will be paid at the top rate of pay according to the most current pay rate table. The Team Lead premium shall be one dollar and fifty cents (\$1.50) per hour above the shipper rate of pay.

**APPENDIX A**  
**WAGE SCHEDULE**


Hours Progression	20-Dec-20	6-Mar-22	5-Mar-23	3-Mar-24	2-Mar-25	1-Mar-26
Level 1 (0-500)	\$15.30	\$15.70	\$16.00	\$16.30	\$16.65	\$17.00
Level 2 (501-1000)	\$15.60	\$16.00	\$16.30	\$16.60	\$16.95	\$17.30
Level 3 (1001 - 1500)	\$15.91	\$16.31	\$16.61	\$16.91	\$17.26	\$17.61
Level 4 (1501 - 2000)	\$16.21	\$16.61	\$16.91	\$17.21	\$17.56	\$17.91
Level 5 (2001 - 2500)	\$16.51	\$16.91	\$17.21	\$17.51	\$17.86	\$18.21
Level 6 (2501 - 3000)	\$16.82	\$17.22	\$17.52	\$17.82	\$18.17	\$18.52
Level 7 (3001 - 3500)	\$17.12	\$17.52	\$17.82	\$18.12	\$18.47	\$18.82
Level 8 (3501 - 4000)	\$17.43	\$17.83	\$18.13	\$18.43	\$18.78	\$19.13
Level 9 (4001 - 4500)	\$17.73	\$18.13	\$18.43	\$18.73	\$19.08	\$19.43
Level 10 (4501 - 5000)	\$18.03	\$18.43	\$18.73	\$19.03	\$19.38	\$19.73
Level 11 (5001 - 5500)	\$18.34	\$18.74	\$19.04	\$19.34	\$19.69	\$20.04
Level 12 (5501 - 6000)	\$18.64	\$19.04	\$19.34	\$19.64	\$19.99	\$20.34
Level 13 (6001 - 6500)	\$18.94	\$19.34	\$19.64	\$19.94	\$20.29	\$20.64
Level 14 (6501 - 7000)	\$19.25	\$19.65	\$19.95	\$20.25	\$20.60	\$20.95
Level 15 (7001 - 7500)	\$19.55	\$19.95	\$20.25	\$20.55	\$20.90	\$21.25


**ARTICLE 21 - TERMINATION**

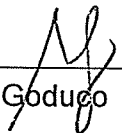
21.01 This Agreement shall be in full force and effect from **February 27, 2021** until **February 27, 2027**, and thereafter from year to year until terminated or amended by either party as hereinafter provided. Not more than ninety (90) days and not less than thirty (30) days prior to **February 27, 2027** or any subsequent anniversary date, either party may notify in writing of its desire to negotiate amendments. Negotiations with respect to the proposed amendments shall commence no later than thirty (30) days after notice of such changes have been received.

Signed this 24<sup>th</sup> day of February 2021.


**FOR THE UNION**


  
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Dan Rempel

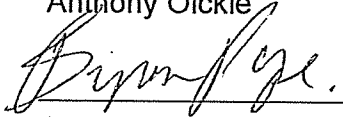
  
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Dennis Sacdal

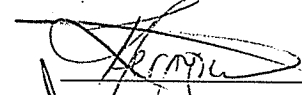
  
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Jonathan Godugo

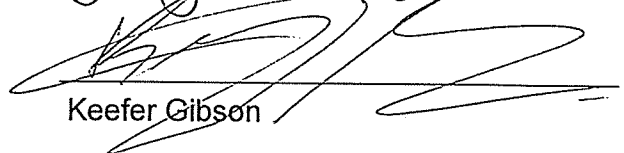
**FOR THE COMPANY**

  
\_\_\_\_\_  
Christine Arno

  
\_\_\_\_\_  
Anthony Oickle

  
\_\_\_\_\_  
Byron Pope

  
\_\_\_\_\_  
Ketheyna Spencer-Ferrigon

  
\_\_\_\_\_  
Keefer Gibson