

COLLECTIVE AGREEMENT

BETWEEN:

BIMBO CANADA COMPANY, LIMITED
235 Botsford Street
Moncton, N. B.
(hereinafter referred to as "the Company")



- and -

BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN
MILLERS INTERNATIONAL UNION, LOCAL 406
(hereinafter referred to as "the Union")



Effective July 1st, 2022
Expiry September 30th, 2026

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Article 1 - RECOGNITION:

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all Associates of the Company at its Moncton, New Brunswick Botsford Street plant, save and except supervisors and route supervisors, those above the rank of supervisor and route supervisor, sales Associates, transport and truck drivers, office staff, casual and temporary Associates, students hired for the school vacation period and regular part-time Associates who normally work sixteen (16) hours or less per week.

Although students are excluded from the bargaining unit, each student hired shall, after completing thirty (30) days of service, be required to pay the regular monthly Union dues.

The Term "temporary Associates", as used herein, shall mean those Associates who are specifically hired for less than seventy-five (75) working days.

Regular part-time Associates shall, after completing thirty (30) days of service, be required to pay the regular monthly Union dues although they are excluded from the bargaining unit.

- 1.02 The purpose of this Agreement is to set forth hours, wages and other working conditions and benefits as agreed upon between the Company and the Union, and to provide a means whereby Associates may seek redress for any grievances they may have.

Article 2 - RELATIONSHIP:

- 2.01 There will be no discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representatives with respect to any Associate because of the Associate's membership in, or connection with, the Union.
- 2.02 There will be no intimidation, interference, restraint or coercion exercised or practised upon Associates of the Company by the Union, or by any of its members or representatives. There will be no solicitation for membership, collection of dues or other Union activities on the premises of the Company during an Associate's working hours, except with the consent of the Company.

Article 3 - PAYMENT OF UNION DUES:

- 3.01 Associates who have completed thirty (30) days of service with the Company, and those who subsequently complete thirty (30) days of service will be required, as a condition of employment, to authorize the deduction of the regular monthly Union dues and initiation fees from their pay. Such deductions will be made weekly and forwarded to the Union by the approximate middle of the month following that in which the deductions were made.
- 3.02 The Company will insert the amount of union dues deducted on Associate's T-4 slip.

3.03 The Union will save the Company harmless from any and all claims which may be made by Associates against the Company for amounts deducted from pay as herein provided.

Article 4 - STRIKES AND LOCKOUTS:

4.01 There will be no lockout caused or directed by the Company, nor will the Union or any Associate cause, direct or participate in any strike against the Company during the term of this Agreement.

4.02 In the event of a strike during the term of this Agreement, the Union and/or its Associate representatives will instruct Associates to resume work immediately.

Article 5 - RESERVATION OF MANAGEMENT RIGHTS:

5.01 Except where abridged by the terms of this Agreement, the management of the Company's operations and the selection and direction of Associates shall be vested exclusively with the Company.

Article 6 - UNION COMMITTEE:

6.01 The Union shall have the right to appoint or elect a Committee of five (5) Associates . During negotiation for the renewal of this Agreement, the entire committee may be present. However, in matters of administration, the committee shall not exceed three (3) Associates , and the number of Company representatives shall not exceed that of the Union. In matters of maximal importance the committee may bring up to five (5) members to meet with the Company.

6.02 The Union shall further have the right to appoint or otherwise select six (6) stewards, and a Chief Steward.

6.03 Associates will not be eligible to act on the Committee or as a steward until after they have completed the probationary period.

6.04 Members of the Union Committee, stewards and such other Union officers as may be appointed or elected from among Associates of the Company, will not leave their regular duties for the purpose of conducting any business on behalf of the Union or Associates without first receiving permission from the Plant Manager or designate. Such permission will not be unreasonably withheld. In consideration of such Associates observing the terms of this section, they will be paid for time spent in meetings with the Company during regular working hours.

6.05 The Union will advise the Company of the names of its Committee members and stewards, and will immediately advise the Company of any changes in the personnel thereof.

6.06 The Company agrees to recognize a Union Representative as a member on the Return to Work Committee.

Article 7 - GRIEVANCE PROCEDURE:

7.01 **Step #1:**

If an Associate has a grievance concerning any matter within the terms of this Agreement, the Associate and/or a steward will take the matter up orally with the Associate's immediate supervisor. The supervisor will reply within one (1) working day.

7.02 **Step #2:**

(a) If the reply of the supervisor is not satisfactory to the grievor, the grievance will be stated in writing and dated, and will be submitted to the Plant Manager within three (3) working days after the date of the reply at Step #1.

(b) The Plant Manager or designate and such other persons as may be called in by the Company, will meet with the Union Committee to discuss the grievance. At this meeting, a full-time officer of the Union may be present. The Production Superintendent or designate will give a written reply to the grievance within five (5) working days after the meeting with the Union Committee.

7.03 Any of the time allowances provided above are mandatory but may be extended by mutual agreement in writing.

7.04 The Company may refuse to consider any grievance, the alleged circumstances of which arose more than thirty (30) days before it was presented at Step #1.

7.05 If a grievance is not settled to the satisfaction of the Associate concerned, it may, within thirty (30) days following the reply at Step #2, be referred to arbitration.

7.06 If the Union fails to observe the time limits as set out above, the grievance will be considered as dropped. If the Company fails to observe the time limits, the grievance will be automatically advanced to the next step or to arbitration, whichever is applicable.

Article 8 - ARBITRATION:

8.01 (a) When either party requests that a grievance be submitted to arbitration it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall appoint a nominee. Within five (5) working days thereafter, the other party shall appoint a nominee. The two nominees shall attempt to select a Chair, and if they are unable to do so within a period of five (5) days, they will then request the Minister of Labour for the Province of New Brunswick to assist them in selecting a Chair.

(b) Should either party fail to name its representative on the said Board within the prescribed time, the other party shall apply to the Minister of Labour who shall appoint the said member to act on behalf of that party.

8.02 No person may be appointed as a nominee who has been involved in an attempt to settle the grievance, or who is an Associate of either the Union or the Company.

- 8.03 Each of the parties will bear the expenses of the nominee appointed by it, and the parties will jointly bear the expenses of the Chair of the Arbitration Board.
- 8.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 8.05 Neither the arbitrators nor the Arbitration Board will be authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions. A majority decision will be final and binding upon the Company and the Union, but, if no majority decision is given, the decision of the Chair shall be final and binding.
- 8.06 In any proceedings before an arbitration board, either party shall have the right to call any necessary witnesses.
- 8.07 A Board of Arbitration shall be authorized to determine the arbitrability of any matter referred to arbitration.
- 8.08 The parties may, in any specific matter, mutually agree on a sole arbitrator.

Article 9 - COMPANY GRIEVANCES:

- 9.01 Nothing contained herein shall preclude the Company from submitting a grievance with respect to the conduct of the Union or any of its officers, committee- persons or stewards, or with respect to any violation of the terms of this Agreement. Discussion of such grievance shall commence at Step #2 and any such grievance will be filed within thirty (30) days of the alleged occurrence.

Article 10 - DISCHARGE CASES:

- 10.01 A claim by an Associate who has completed the probationary period that the Associate has been unjustly discharged from employment, will be treated as a special grievance, commencing at Step #2 of the grievance procedure, provided the discharged person submits the grievance within four (4) working days after the discharge occurs.
- 10.02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, and full seniority rights, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or an Arbitration Board.
- 10.03 An Associate discharged without notice will be permitted to talk with a steward for a reasonable time before leaving the premises.

10.04 Should the Company decide to release a probationary Associate, the Union will not question the discharge, and the discharge of such Associate shall not constitute a grievance. The discharge of a probationary Associate shall be at the sole discretion of the Company and the Company shall not be required to establish any just cause for such discharge.

Article 11 - SENIORITY:

11.01 New Associates will be on probation and will not have any seniority standing with the Company until after they have completed sixty (60) days of work within a twelve (12) month period. Seniority will then date back the sixty (60) days they have worked for the Company.

11.02 For purpose of lay-off and recall following lay-off, ability to perform the work required shall be the governing factor. Where ability is relatively equal to meet all of the normal requirements of the work assigned, seniority will apply.

11.03 Associates will lose their seniority and employment standing:

- (a) If they voluntarily leave the service of the Company;
- (b) If they are discharged and not reinstated through the grievance procedure;
- (c) If they are absent from work for one shift (verified personal illness and authorized leave of absence excepted) without a reason satisfactory to the Company;
- (d) If they are laid off for a period of nine (9) consecutive months.

11.04 (a) Associates being recalled to work following lay-off shall signify their intention to return within three (3) working days after the notice has been sent out and shall return within a further three (3) working days or forfeit their right to employment. Recall shall be made by registered letter to the last known address recorded with the Company by the Associate.

(b) The Company may obtain casual Associates from other sources should insufficient persons be available for short term recalls.

(c) Short-term recalls will normally be made by telephone.

(d) Call-in responsibilities for part-time Associates:

- a) You are required to provide the company with your current mailing address and phone number.
- b) Even if you are not scheduled for work, you must be available as you could still be called in at any time.
- c) Be advised that after 3 consecutive unsuccessful calls have been made to you,

the company will remove you from the scheduling/call in list and a registered letter will be mailed to you requiring you attend a meeting.

- d) Failure to attend this meeting will result in immediate termination; therefore, it is very important that you keep your address updated at all times.
- e) If you are unavailable for work during a certain time period, you are required to contact the plant and make us aware to ensure you are not called during that time.

Unsuccessful calls are defined as follows:

- No answer
- No call back from the associate
- Associate refuses 3 consecutive shifts (1 shift equals a period of 24 hours)

11.05 Seniority lists showing the seniority dates and classifications of Associates will be posted on the bulletin boards and will be revised each four (4) months. A copy of each revised seniority list will be given to the Chief Steward.

11.06 Associates who are laid off will be given the opportunity to perform any casual work for which they are qualified.

11.07 (a) Any associate who has been promoted to a salaried position from the bargaining unit and who is returned by the Company to the said bargaining unit shall, if returned within one (1) year from the date of promotion, retain full accumulated seniority. If returned after one (1) year has elapsed, then seniority shall be limited to that accumulated at the time of promotion plus one (1) year.

(b) These provisions shall also be applicable to a union member who accepts a full-time position with the BCTGM, New Brunswick Federation of Labor and/or Local 406.

(c) These provisions shall also apply to an Associate who campaigns and or is elected in a Provincial or Federal election.

11.08 Where two or more Associates start to work for the Company on the same date, the Associate who starts on the earliest shift shall be considered to have seniority over those starting on later shifts.

11.09 Any new production Associates added to the bargaining unit shall be placed at the bottom of the existing seniority list.

Article 12 - JOB POSTING:

12.01 A notice of vacant job or new job, above the rank of General Help, for which an Associate is required for a period in excess of thirty (30) working days, will be posted on the plant bulletin boards for three (3) working days. During this time, all active Associates who have completed the probationary period will be permitted to make application for the posted position, by writing their names on the posted application sheet. For purposes of job postings, all active Associates are defined as those Associates who are currently at work or those absent for any reason who are expected to return to work within 30 days from the closing date on the posting. All vacant jobs will be posted within fifteen (15) days and awarded within ten (10) days of closing.

In reference to Article 12.01; associates eligible to be on the guaranteed shift will not be permitted to apply for open postings unless they are able to bump a junior associate to get to the guaranteed shift. If the bumped associate is senior enough to be on the guaranteed shift their name will automatically be added to upcoming postings.

12.02 Irrespective of the terms of 12.01 above, an Associate with five (5) years or more of service who wishes to transfer to a lower rated job which has been posted, will be permitted to do so, provided the Associate meets the criteria set out in 12.03. Transfer to a lower rated job shall be limited to the first and second posting in a sequence. Not more than ten (10) transfers under the terms hereof will be permitted during the term of this Agreement. An Associate transferred in accordance with this section shall be required to remain on the job to which transfer is made for a period of eight (8) consecutive months.

12.03 In considering applicants for a posted job, the Company will take into account the qualifications of those applying. Where the Company considers there are applicants with suitable qualifications, the senior Associate among such applicants will be given the job. Where the Company and the Union each agree an Associate has the required qualifications for a posted job, the Associate will be given a trial period not exceeding ten (10) consecutive working days. The Associate shall accept or refuse the position within five (5) consecutive working days. When a change enacted by the Company results in a General Help function being eliminated, then the Company agrees that a trial training period, where required, and not exceeding five (5) consecutive working days, shall be provided in reassignment to a different General Help position.

12.04 Any Associate who makes application for a position and then refuses that position after the training period has been completed shall not be permitted to apply for any other position for a period of four (4) months. If an Associate advises the Company in writing by the end of the third training shift or the associate is deemed not suitable for the position during the training period, then this clause shall not apply. Any associate who declines two (2) job postings before training has started in a twelve month period will not

be allowed to sign up for a posting for a period of four (4) months; from the date of the last decline.

- 12.05 Not more than five (5) postings – the original and four (4) additional – will be made as the result of the job vacancy.
- 12.06 An Associate in the General Help classifications, who receives a job through the posting procedure, shall not be permitted to apply again until six (6) calendar months have elapsed.
- 12.07 (a) Irrespective of the provisions set out in this Article, where an Associate is absent from a job above the rank of General Help on the guaranteed shift due to illness or accident and it is known such absence will exceed twelve (12) consecutive weeks, the Company will post the job on a temporary basis to allow those who have completed the probation period and who are already qualified to perform the position without requiring any further training to apply. The successful applicant shall remain on the job until the absent Associate returns unless a senior qualified Associate is displaced due to workforce reduction. One further temporary posting (to replace the secondary position) shall be made twelve (12) months after the initial posting date if the absent Associate has not returned by that time. If the temporary position is filled by an Associate in a classified position than the secondary position will be filled in accordance with Article 11.02.

If no qualified applicants apply to the temporary posting then the most senior qualified associate not on the guaranteed shift will be assigned.

(b) This clause excludes Maintenance and Maintenance Electrician Associates from applying for the above noted temporary postings.

(c) Associates who accept a temporary posting will move to the vacation list for that classification in the next calendar year.

(d) If the original Associate does not return within 24 months the position shall be reposted in accordance with Article 12.01.

- 12.08 Associates who receive a temporary job through the posting procedure shall revert to their former classification when the temporary job is completed.
- 12.09 When an associate in a general help classification is awarded a job, as outlined in Article 12.01 the associate shall not be subject to temporary seasonal layoff due to lack of seniority for a period of six (6) months. This person will retain their seniority over senior general help associates if there is not 40 hours in the classification they were awarded.
- 12.10 When a position is posted pursuant to 12.01 or 12.07 and there are no qualified internal applicants, the most senior qualified non-guaranteed general help Associate shall be compelled to be trained for the position. In the event that a position is awarded pursuant to this clause then Article 12.06 shall not apply.

12.11 When an Associate is awarded a position pursuant to Article 12.01 or Article 12.07 the Company shall post a notice indicating who was awarded the position and will copy the union on this notice.

Article 13 - MISCELLANEOUS PROVISIONS:

13.01 Recognized representatives of the Union, not employed by the Company, may be granted permission to visit the plant during working hours to interview members of the Union Committee. Permission must first be obtained from the Plant Manager, or designate, and will only be granted on the understanding that it will not interfere with production. All permission requests and responses will be granted in written communication.

13.02 Plant bulletin boards will be available to the Union for posting notices. All notices shall be submitted to the Plant Manager or designate for approval before posting.

13.03 Supervisors will not perform work which is normally performed by Associates in the bargaining unit, except:

(a) in cases of emergency;

(b) when performing experimental or development work;

(c) when checking production on various jobs or machines;

(d) when regular Associates are not available due to being late or absent from work.

NOTE: The above will not apply to Maintenance.

13.04 Associates who are injured at work and who are unable to continue work, will be paid for the full regular working hours in their shift on the day of the injury.

13.05 Associates who are summoned to serve on a jury will be paid their full regular wages for the normal weekly hours they are required to serve on jury duty, provided they turn over to the Company the payment received from the court for their jury service. The Associates will be required to report for work on any day they are not required to serve on the jury. These provisions shall also apply to an Associate who is under subpoena as a crown witness in a criminal trial. Associates will be required to present proof of substantiation to be eligible to receive pay.

13.06 (a) The Company will contribute up to \$1,750.00 per year toward the education of its Moncton plant shop stewards in the area of labour-management relations and safety. The Associates will continue to be paid through payroll for time spent on such educational initiatives, up to the combined annual maximum of \$1,750.00 for all stewards.

(b) Leave of absence without pay and without loss of seniority will be granted to two (2) Associates at a time to attend Union business functions and conventions, provided the request for such leave is made at least ten (10) working days in advance of the date on which it is to commence. The total accumulation of such leave shall not exceed twenty (20) working days in any twelve (12) month period. However, upon request the Company may, at its discretion, extend the number of days set out above and the number of Associates who are to receive such leave.

13.07 (a) Associates who have completed the probationary period shall, in the event of the death of their father, mother, or legal guardian, sister, brother, spouse, child, father-in-law or mother-in-law, grandchild or grandparent be allowed five (5) days' leave of absence with pay to make arrangements for and to attend the funeral. In the event of the death of an Associate's brother-in-law or sister-in-law, daughter-in-law or son-in-law the associate will be allowed three (3) days with pay to attend the funeral. In-laws in this article mean current, not former, in-laws.

(b) Pay for leave under this clause shall be at the regular applicable hourly rate multiplied by regular shift hours absent from work.

(c) In the event that the company elects to move from the current eight (8) hour shift to ten (10) hour shifts, then a day will be defined, for the purpose of bereavement as ten (10) hours.

13.08 Associates shall be required to keep their current addresses on file with the Company, as well as telephone numbers.

13.09 Technological Change:

(a) Definition - Technological Change means the introduction of equipment different in nature, type or quantity from that previously utilized which will cause the reduction of one or more positions.

(b) Notification - In the event Technological Change is planned, the Company will meet with the Union Executive and give reasonable written advance notice to inform them of the technological change and the position(s) affected.

(c) Wage Rate - When functions of a position eliminated due to Technological Change are re-assigned to a new classification, the wage rate of such classification will be subject to negotiations between the Company and the Union.

(d) Affected associates will be placed in the most junior guaranteed general help position by seniority, after which bumping rights shall apply.

(e) Appropriate training will be provided to all affected associates.

(f) The affected associates shall not be subject to any restriction on future job postings.

(g) In the event that an associate who is impacted ends up in a position that they are not capable of performing, the Company and the Union agree to meet with the associate to work out a resolution.

- 13.10 Maternity and Parental leave will be granted in accordance with Provincial legislation.
- 13.11 (a) A Safety Committee composed of two (2) representatives from each of the Company and the Union shall meet once each month to make recommendations on matters relating to safety within the Company premises.
- (b) Any Associate(s) sent by the Company to attend Safety and Wellness meetings or seminars shall suffer no loss of regular earnings for time spent in attendance at such meetings or seminars.
- 13.12 All letters of warning shall be written off after a two (2) year period unless any further disciplinary action is taken within the two (2) year period. For documented verbal reprimands this period shall be 18 months.
- 13.13 Any Associate sent by the Company to take any course shall suffer no loss of regular earnings or equivalent (i.e. from all sources) for time spent in attendance on such course. Payment by the Company shall be subject to one occasion only for each course. Where an overnight stay is required, the Company shall ensure that reasonable room, board and transportation costs be covered by the Company and/or other sources.
- 13.14 Electronic monitoring shall be used in strict accordance with current legislation.
- 13.15 The Company will commit to provide associates with benefit information sessions periodically.
- 13.16 The Company agrees to correct a payroll error on an Associate's pay by the end of the pay week provided that the payroll error is an amount equivalent to, or greater than \$75.00 and due to an error by management. If the amount is less than \$75.00, the payroll error will be corrected on the following pay week.
- 13.17 If requested by the Company for medical information and the associate is charged, the Company will pay the cost associated with this request upon provision of a valid receipt from the associate's health care provider.
- 13.18 (a) Associates who have completed six (6) months of service shall be entitled to up to four (4) days sick leave with pay for a calendar year. Pay for illness shall apply only to the first, second and third day of absence. If four days are not used in a calendar year, Associates shall receive up to four days' pay on the basis of whatever days are owing to them, with pay for each day calculated on the basis of their hourly rate multiplied by eight (8). Sick leave for Associates who are subject to seasonal lay-off shall be based

on a ratio of one day for each three months worked. In no event shall sick pay be made while Weekly Indemnity or Workers' Compensation is being paid.

(b) In the event that the company elects to move from the current eight (8) hour shift to ten (10) hour shifts, then a day will be defined, for the purpose sick days as ten (10) hours.

(c) Effective January 2023, all full-time associates will be eligible for one (1) paid personal day in each calendar year. In the event this personal day is not used within the calendar year it will be paid out like sick days. In addition, you are not allowed to carry unused personal days into the following calendar year. The definition of "full-time" means those associates who have attained eighteen hundred (1800) hours in a calendar year.

13.19 Associates within the bargaining unit will be responsible for the loading of trucks which come to the plant premises to pick up scrap products. When emergency conditions exist the responsibility shall rest with who ever is available at the time.

13.20 When an accident occurs where an Associate requires hospital treatment, the supervisor shall be responsible for seeing that the Associate gets to the hospital.

Article 14 - SEVERANCE PAY:

14.01 In the event an Associate has employment terminated as a direct result of the closing of the plant or a department thereof, severance pay will be paid as follows:

- | | |
|---|------------|
| (a) Twenty five years or more of continuous service | - 17 weeks |
| (b) Twenty to Twenty five years of continuous service | - 13 weeks |
| (c) Fifteen to Twenty years of continuous service | - 10 weeks |
| (d) Ten to Fifteen years of continuous service | - 7 weeks |
| (e) Five to Ten years of continuous service | - 5 weeks |

14.02 For the purpose of the application of severance pay, departments shall be:

(a) Production; (b) Shipping, and (c) Maintenance.

14.03 No Associate will qualify for severance pay if the Associate is able to exercise seniority rights within the plant or if the Associate is offered employment elsewhere in the Company in the Moncton area, or if the closing results from fire, flood, strike or any other circumstance beyond the control of the Company.

14.04 An Associate who accepts severance pay shall have no further claim to employment with the Company.

14.05 A terminating Associate qualifying for severance pay under the terms of this Article who may also become entitled to severance pay in lieu of notice under Government legislation, will receive either the severance pay provided herein, or the severance pay provided by legislation, whichever is greater, but not both.

ARTICLE 15- GROUP INSURANCE AND PENSION

- 15.01 Full time associates are eligible for group insurance benefits after a period of 3 months. The Company shall provide the following benefits through and as prescribed by the restriction of the benefit carrier. The Company agrees to pay only the premiums as herein described and shall in no way be determined to be the insurer.
- 15.02 (a)The Company agrees to pay the full premium for Weekly Indemnity and Health Care coverage for those Associates determined by the insurance company to be eligible for coverage by the insurer.

(b) Effective July 3, 2017 the Company will introduce a 50/50 cost share dental plan for those associates who are eligible for benefits.
- 15.03 The Company agrees to pay 100% of the premiums charged by the insurance carrier for the LTD benefit. The Union and the Associates agree and expressly acknowledge that this premium paying arrangement changes the current tax treatment of LTD benefits in that such benefits now become taxable in the Associates hands at the time of receipt.

Effective January 2025, the LTD benefit will increase to \$1,700.
- 15.04 The amount of life insurance shall be \$35,000.
- 15.05 The maximum amount for frames, lenses and the fitting of prescription glasses, including contact lenses, and the repair of prescription glasses shall increase effective January 2017 from \$200 to \$250.00 based on a 24 month rolling calendar.
- 15.06 The weekly indemnity benefit has been amended as follows effective January 1, 2023.
(a) The benefit rate will increase to 70% of weekly earnings up to the Employment Insurance maximum per week (not to be less than \$638).
(b) Weekly Indemnity benefits shall be payable for a maximum of 30 weeks as follows: 15 weeks paid by WI and 15 weekly paid by EI.
- 15.07 A regular part time associate who has accumulated 1560 hours in any calendar year (ending December 31) will become eligible for the full-time associate benefit plan including medical and dental effective February 1st of the following calendar year. Eligibility under this provision requires annual requalification to the 1560 hour threshold.
- 15.08 The Company Pension Plan has been amended to permit Unreduced Early Retirement as per the following schedule:

Years of Continuous Service	Unreduced Pension Age
35	60
34	61
33	62
32	63
31	64

- (a) Effective January 1, 2003, the Benefit Rate for contributions after this date has been increased to 43%.
- (b) Effective January 1, 2004, the Benefit Rate for contributions after this date will increase to 45%.
- (c) Effective January 1, 2005, the Benefit Rate for contributions after this date will increase to 47%.

15.09 For those Associates who are accepted for LTD after date of ratification, the Company agrees to continue to pay Health and dental premiums only.

Article 16 - SCHEDULES:

16.01 Attached hereto and constituting part of this Agreement are the following Schedules:

- Schedule "A" - Hours of Work, Overtime, etc.;
- Schedule "B" - Paid Holidays;
- Schedule "C" - Vacations;
- Schedule "D" - Job Classifications & Hourly Rates.
- Schedule "E" – Letters of Agreement
- Schedule "F" – Letter of Understanding
- Schedule "G" – Letter of Understanding
- Schedule "H" – Letter of Understanding
- Schedule "I" – Letter of Understanding
- Schedule "J" – Letter of Understanding

Article 17 - DURATION:

17.01 This Agreement, which supersedes all previous Agreements shall be effective up to and including the 1st day of July, 2022 and, unless either party notifies the other of its intention to modify, amend or terminate the said Agreement, it shall continue in effect from year to year thereafter. Notice of modification, amendment or termination may only be given during a period of ninety (90) to sixty (60) days preceding the 30th day of September, 2026, or any succeeding anniversary date.

Signed this _____ day of _____ 2023, in the City of Moncton, New Brunswick.

FOR THE UNION:

FOR THE COMPANY:

Paul Arsenault

Chris Kaye Jr.

Dave Leclerc

Robbie Wolthers

Mike Babineau

Mario Richard

Adrieno DiDomenicantonio (Nano)

Lesley Baker

Phil Geddes

Kelly Tilley

George Leaman

SCHEDULE – “A”

HOURS OF WORK, OVERTIME, ETC.

Hours of Work:

1.
 - (a) The regular work week for full-time regular Associates will consist of forty (40) hours weekly.
 - (b) A full-time Associate who commences work at the start of a pay period shall receive pay equivalent to the work week then in effect, provided such Associate works all of each hour assigned by the Company, and further provided the Associate performs whatever work the Company assigns. This obligation on the part of the Company shall not apply when an Associate is prevented from working because of fire, flood, strike or any similar circumstance beyond the control of the Company.
 - (c) The Company will not guarantee a forty (40) hour work week for any shift added after ratification of this agreement.(presently there are 2 guaranteed shifts).
 - (d) If it becomes necessary to reduce the number of shifts in the plant the Company will consult with the Union. The Union recognizes the final decision rests with the Company in determining the number of shifts.
 - (e) Associates called in or scheduled for work will receive a minimum of six (6) hours pay.
 - (f) Associates who are not guaranteed forty (40) hours per week will be permitted to supplement their weekly hours with vacation days during the non-peak production period (between October 1st and April 30th) if they choose.
 - (g) In cases where Plant Maintenance are called in to work outside of their regular scheduled shift, they shall receive a minimum of three hours straight time pay in addition to their regular pay.
2. The starting and quitting times for each shift and the time of lunch and rest periods will be determined by the Company in accordance with its requirements. Except in cases of emergency, the starting times for an Associate shall remain the same as scheduled on a weekly basis.
3. The thirty (30) minute lunch period, without pay, shall be granted between the end of the third hour after the starting time of shifts and before the start of the sixth hour.
4. A paid rest period of ten (10) minutes' duration will be allowed each Associate in each half shift worked. Where a work day exceeds eight (8) hours, an additional paid rest period of ten (10) minutes' duration will be allowed after the eighth hour of work.

Overtime:

1. All time worked in excess of eight (8) hours daily or forty (40) hours weekly, but not both, will be paid at time and one-half.
2. An Associate required to work more than five (5) days in a week will be paid at time and one-half for the days worked in excess of five (5).
3. (a) In weeks in which one (1) paid holiday occurs, time and one-half will be paid for time worked in excess of thirty-two (32) hours weekly. In the week in which two (2) paid holidays occur time and one-half will be paid for time worked in excess of twenty-four (24) hours weekly.

(b) Where the Company grants time off in a holiday week, then the time granted off shall be deducted on a straight-time basis.
4. Overtime will be divided as equitably and as practical among the Associates regularly performing the work on which overtime is required.
5. Associates shall not be compelled to work overtime unless
 - a. notified one (1) hour or more in advance of the end of their shift on the day the overtime is required, that overtime is required. This will not apply in cases of power failure, breakdown of machinery, where Associates are absent from, or late for work, or any similar circumstance beyond the control of the Company.
 - b. Overtime in excess of two (2) hours beyond the end of an Associate's regular eight (8) hour shift or in excess of one (1) hour beyond the end of an Associate's regular ten (10) hour shift in a regular workweek shall be on a voluntary basis. The first eight (8) hours worked on a holiday will not be considered overtime for the application of this clause. In an effort to reduce the amount of overtime, the Company will attempt to employ either students or part-time help to assist on any shift where overtime is excessive.
 - c. The Company may be required to schedule overtime on the non-guaranteed shift, in order to fill production requirements. The Company will strive to keep this within the peak season (The week leading in to Victoria Day weekend until the end of the Labour Day weekend). The voluntary overtime clause would apply after ten (10) hours worked.
6. In the assignment of overtime work during summer months - i.e. June 1st. to Labour Day, regular full-time associates will be given preference over students and casual and temporary help. Regular full-time associates who claim overtime work under this section in a classification other than the one on which they are regularly employed, will perform such work at the prevailing rate for the classification.
7. Overtime break shall take effect after 16 minutes of overtime has been worked.

Banking of Overtime

The following guidelines are agreed upon regarding the banking of overtime.

- 1) The option of taking time off in lieu of pay is open to all Associates on the following basis:

Associates may bank up to Eighty (80) hours of overtime. Associates must fully exhaust their banked overtime before they can begin to replenish it again.

- 2) Overtime does not include a paid holiday but only the portion paid at time and one-half (1 1/2) the straight time hourly rate when the holiday is worked.
- 3) Vacation scheduling will take precedence over banked overtime and time off in lieu of pay for overtime will be approved based on operational requirements.
- 4) Time off in lieu of pay for overtime must be scheduled not less than one (1) week in advance and mutually agreed upon with the Supervisor. It cannot be taken on short notice and cannot be used in lieu of taking sick days.
- 5) Request for supplemental hours must be submitted to the Supervisor no later than 10 am on Friday of the week in which the hours are to be allocated and paid.
- 6) An Associate wishing to withdraw from banking overtime may do so providing he/she gives one (1) weeks' written notice. Time already banked cannot be cashed and the Associate may not return to banking overtime for the remainder of that overtime year.
- 7) Each Associate must choose between receiving pay and receiving time off at the beginning of each overtime year (May 1 to April 30). Associates must indicate their choice in writing on the form provided by the Company.
- 8) Time off in lieu of pay for overtime can only be taken in multiples of eight (8) hours at a time.
- 9) Time off in lieu of pay for overtime cannot be taken between May 1 through September 30 and December 15 through January 7.
- 10) Time off in lieu of overtime banked but not used by the end of the overtime year (May 1- April 30) will be paid out once per year in May.

Overtime Meal Allowance

In the event that an Associate has committed to work 3 or more hours of overtime, they will be provided a meal after the commencement of the 3rd hour of overtime or 1 hour of regular pay. The maximum value of the meal will be one hours wages at the Associate's regular rate.

Shift Schedule

The Union and the Company will establish a committee dedicated to reviewing the opportunities to design a shift schedule that provides two (2) consecutive days off. The committee will also look at opportunities if a 3rd shift is added to include a weekend day in one (1) of the two (2) consecutive days off for the first two (2) shifts.

The Company agrees to implement a formal procedure for shift scheduling and call in for the non-guaranteed shifts and post this procedure on the Associate bulletin board. This procedure shall be subject to change based on the needs of the business, however, the Company commits to first discussing any change with the scheduling committee prior to announcing any such change.

Seniority shall continue to apply in the selection of shifts for all Associates . However, an Associate who acquires a desired shift through the exercise of seniority shall remain on it for a period of four (4) months unless the time of the desired shift is changed more than one (1) hour either way. As used herein the term "seniority" shall mean an Associate's seniority as shown on the seniority list.

The term hereof shall only apply by the exercise of Company seniority within the classification in which an Associate is engaged.

The Company determines its schedules of delivery of product to customers. In arranging production schedules to meet its delivery requirements, the Company has presently scheduled eight (8) hour shifts in the work week.

Additional Shifts for Summer

For the purpose of meeting the peak season during the time between May 9 th. and September 18 th., as requirements dictate, the Company shall:

1. Post all required classified jobs as required for a two (2) week period. Ability to perform the job shall be the governing factor. Where two or more applicants are relatively equal in their ability to perform the job, then the most senior Associate will be given the job.

There will be no down bidding on any classified job posted for the third roll shift. There will be no bumping on those posted classified jobs.

There will be no further posting(s) as the result of the initial posting(s).

Upon termination of the additional summer shift, Associates who were affected by the shift shall revert to their former work assignment.

2. Should there be an operational staffing deficiency after the procedures set out in (1) herein

have been followed, then the Company shall make such work assignments as are required without any posting(s).

3. Notwithstanding (1) and (2) herein, the Company reserves the right to make such work assignment(s) as are required for non-classified jobs.
4. In assigning work as set out in (2) and (3) herein, the Company shall not require Associates who are scheduled, to change their work assignment to work on the additional summer shift against their wishes.

Uniforms:

Each Associate will be supplied with uniforms which will be laundered by the Company. Uniforms for Associates will consist of trousers, shirt and hairnet. Smocks will be supplied as required in the Shipping Department and other cold areas of the Plant as required during winter months.

All Associates who work in the roll packing area will, when necessary, be supplied with warmer clothing.

Safety Boots:

The Company will pay up to the benefit amount toward the purchase of CSA approved safety footwear once each (12) month period with proof of purchase. Associates have the option to double the benefit amount toward the purchase of CSA approved safety footwear once each (24) month period with proof of purchase. All associates shall be required to wear such boots at all times when at work. Should an associate's employment be terminated for any reason within six (6 months) after obtaining a new pair of boots the employee shall be required to reimburse the Company in the amount of fifty percent (50%) of the amount paid by the Company.

The amount of boot allowance shall be as follows:

Effective January 1, 2023 - \$200.00

Miscellaneous:

Associates will be paid once each week for work performed during the previous week.

SCHEDULE "B"

PAID HOLIDAYS

1. (a) The following days, or days designated by the Company in lieu thereof (generally the day preceding) will be considered as Paid Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

2. Eligibility to receive payment for holiday or day designate requires the Associate to work the last full shift preceding and the first full shift succeeding such day. Exceptions will be verified illness, permission by Plant Manager or designate or death in family as per Article 13.07
3. Associates who are eligible or in receipt of WI, WCB, LTD, or EI will not be eligible to receive payment for holidays.
4. All associates pay for holidays will be at the associate's regular rate, multiplied by eight (8).
5. When an associate works the day of the holiday they shall be paid time and one half for all hours worked.
6. In weeks in which the above holidays occur, Associates may be required by the Company to work five (5) days.
7. If during the life of this agreement, the province of New Brunswick legislates any new statutory holidays, they shall be added to the existing list of holidays outlined in paragraph 1 above.
8. New Year's Day, Good Friday, and Remembrance Day will be celebrated on the days on which the actual holidays occur, except that this will not apply where Remembrance Day occurs or is celebrated on Monday.
9. In the event that the company elects to move from the current eight (8) hour shift to ten (10) hour shifts, then a day will be defined, for the purpose paid holidays as ten (10) hours.

SCHEDULE "C"

VACATIONS

1. Vacations with pay will be granted in accordance with the following schedule:

(a) One	(1) year of continuous service	- two	(2) weeks
(b) Five	(5) years of continuous service	- three	(3) weeks
(c) Ten	(10) years of continuous service	- four	(4) weeks
(d) Twenty	(20) years of continuous service	- five	(5) weeks

Associates who have or will attain thirty (30) years of continuous service and who are entitled to five (5) weeks' vacation will receive an added vacation payment in the amount of one week's regular wages.

2. Pay for vacations referred to above will be at an Associate's regular rate of pay multiplied by the number of hours in the regular work week or two percent (2%) per week of previous year's earnings, whichever is greater. Where less than two hundred and twenty-five (225) days are worked out of two hundred and sixty (260) days (the Associate's anniversary year), the vacation pay will be based on two percent (2%) of the total of the previous year's earnings for each week of vacation entitlement. Full-time associates who work in excess of twenty-five percent (25%) of the year in a higher classification will be paid two percent (2%) of their regular earnings.

Workers' Compensation, Weekly Indemnity, vacations and authorized leaves of absence shall be deemed time worked for application of this Clause.

3. Associates who leave the service of the Company for any reason, will be paid vacation pay to which they are entitled.

4. The vacation period will extend from the first full week of January and continue for fifty-two (52) weeks. Vacations will, where practical, be allocated by seniority, with senior Associates being given the first choice of vacation dates.

5. If a holiday, as set out in Schedule "B", falls during an Associate's vacation, the Associate will be paid a day's pay to compensate for the holiday, or the Associate will be granted a day off with pay as arranged with the Associate's supervisor.

6. (a) Associates entitled to three (3) or more weeks' vacation shall, at the time they select their first two (2) weeks, be permitted to select their third week of vacation, and fourth week if so entitled, but only outside the normal summer period. Those Associates entitled to a fifth week shall take the added vacation at a time arranged by each eligible Associate and the Associate's supervisor.

(b) Irrespective of the terms hereof, Associates eligible for three (3), four (4), or five (5) weeks' vacation who wish to have all their vacation between October 1st. and April 30th. will be allowed to take all of the weeks consecutively.

7. Associates entitled to three (3) weeks' vacation shall have the right to discuss with the Plant Manager whether or not they will be permitted by the Company to take the said three (3) weeks together during the summer months.

8. These items are agreed subject to the requirement that at all times there are sufficient numbers of qualified persons present at the Plant to perform the work to the satisfaction of the Company.

(a) Seven (7) classified positions at the same time year-round. In any given week, no more than two (2) wrappers, two (2) relief, two (2) mixers, two (2) dividers, two (2) oven operators, one (1) shipper, one (1) receiver and one (1) all round utility.

(b) Five (5) General Help on vacation at the same time year-round.

(c) One (1) Sanitation (with the exception of Victoria Day through to Labour Day, at which time we will allow for one (1) Sanitation and one (1) Heavy Sanitation) on vacation year-round. Associates are only allowed to select their first 2 weeks' vacation during this exemption period.

(d) Two (2) Millwrights and one Electrician on vacation at the same time year-round.

(e) General help associates wishing to take two weeks' vacation in the summer may select operator openings after all general help openings are filled. This selection must be completed in the first round to be eligible.

SCHEDULE "D"

JOB CLASSIFICATIONS AND HOURLY RATES

1. The Company will classify Associates as follows:

Effective date	July 1/2022	July 2/2023	June 30/ 2024	June 29/2025
Classifications				
All Around Utility Back End Relief Bread Pans Bread Stack/Unstack Divider Operator Front End Relief Mixer Operator Oven Operator Pan-O-Mat Operator Production Utility Back End Utility Wrapper Operator Spotter	24.07	25.03	25.78	26.42
Shipper	24.07	25.03	25.78	26.42
Electrician	35.15	36.56	37.66	38.60
Millwright	35.15	36.56	37.66	38.60
Receiver	24.07	25.03	25.78	26.42
Sanitation	23.82	24.77	25.51	26.15
Heavy Sanitation	25.82	26.77	27.51	28.15
General Help	21.90	22.78	23.46	24.05

Certified Millwrights and Electricians shall be eligible for a 6% premium (relative to their regular wage rate) for an additional trade certificate utilized by the Company, to perform daily activities. For the purposes of scheduling and vacation, the associate's home classification will apply.

The Company agrees to review and address wages if CPI is in excess of 2.5% as of June 2025.

A \$400.00 lump sum (less applicable taxes) will be payable the first pay in July 2026, to all active associates as at June 30th, 2026.

Maintenance Appentice Wage Scale

Maintenance Appentice	80% of Maintenance Rate
Maintenance Appentice – Block 1 Completed	85% of Maintenance Rate
Maintenance Appentice – Block 2 Completed	90% of Maintenance Rate
Maintenance Appentice – Block 3 Completed	95% of Maintenance Rate
Maintenance Appentice – Block 4 and Exam Completed	100% of Maintenance Rate

2. Associates temporarily required to perform work in a lower rated classification for the convenience of the Company, and not as the result of lack of work, will continue to receive their existing rate of pay.
3. Associates temporarily required to perform work in a higher classification will receive the higher rate for all hours worked on the job if they remain there two (2) hours or more.
4. Night shift premium shall be as follows:

Effective December 11, 2022 – one dollar and fifty cents (\$1.50) per hour.

This premium is eligible to those associates that work the majority of the shift (in excess of 4 hours between the hours of 9 pm and 6 am).

5. Each associate required by the Company to work on Sunday shall be paid a premium for each regular shift hour worked up to 9:00 p.m. The rate shall be as follows:

Effective July 1, 2018 – seventy-five (\$0.75) per hour.

7. PLANT MAINTENANCE DEPARTMENT

The Company will supply all tools for maintenance Associates ; such tools shall only be used in the repair and service of Company equipment. Tools in the possession of a maintenance Associate which are either lost or stolen shall be replaced at the Associate's expense.

8. Should a posting be made during the life of this agreement for a Maintenance Electrician, then one Associate shall be given the opportunity to apply for an Electrical Journeyman Licence (Provincial or Inter Provincial). Selection shall be made by the Company in accordance with all relevant provisions of this Collective Agreement.
9. A retired maintenance associate will have the option to continue employment, as a “temporary associate” outlined in the recognition clause, if there is work required by the employer and it does not displace any hours of those associates currently in the department. These instances would be short work terms. It would be at the sole discretion of the employer to determine when the work to be scheduled and who will be assigned to perform the work. (ie. Vacation relief, special projects)

10. Maintenance/Trade Wage Rates Review

In order to ensure that wages for Maintenance and Trades employees remain competitive, the Company may conduct an annual Maintenance Wage Survey.

If the average rate for comparable positions, including consideration of applicable premiums, is more than five percent (5%) above the Bimbo Canada rate, the Bimbo Canada rate may be adjusted as high as the average straight time rate of the survey (data source, business conditions and other factors may be considered and applied at Management's sole discretion).

The Company will endeavor to complete the survey in/around November of applicable years that require further analysis with any required adjustments effective the following year. The Company will schedule a meeting with the Union to communicate any required rate adjustments before they come into effect. Maintenance rates established under this provision are not subject to the grievance or arbitration process.

This annual wage survey will not result in a decrease in wage rates already negotiated and outlined in Schedule "D" of the Collective Agreement.

SCHEDULE “E” – LETTERS OF AGREEMENT

December 9, 2022

Letter of Agreement – Scheduling/Call In Procedure

The Company and The Union agree to the following procedure for purposes of shift scheduling and call in for associates subject to seasonal layoff.

- a. Company will post as confirmed only what it knows when the weekly schedule is posted.
- b. Any additional possible shifts will be posted as tentative (highlighted in grey) including the list of associates who would work on that shift if it is required.
- c. For the grayed out shifts the following will apply:
 - i. Associates identified will be required to call in to the plant at a specific extension between 2:30 pm and 5 pm the day of the shift.
 - ii. The Company will update the message by 2:30 pm on the days in question and will advise the associates whether or not the shift is needed.
- d. Any Associate scheduled who does not call in and does not show up will be subject to discipline.
- e. If a confirmed shift is cancelled or cut short the Company will provide work to all scheduled associates for the duration of the scheduled shift at their scheduled hours.
- f. Company commits that it will not schedule more tentative (grayed out) shifts than confirmed (white) shifts.
- g. All associates subject to seasonal layoff shall be included in the call in procedure.

For the Company

For the Union

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

George Leaman
Business Agent
BCTGM Local 406

SCHEDULE "F" – LETTER OF UNDERSTANDING

December 9, 2022

Letter of Understanding – Voluntary Recognition

The Company agrees that if it opens a new Bakery facility within Albert, Westmorland or Kent Counties during the life of this Collective Agreement, that it will recognize the BCTGM Local 406 as the collective bargaining agent for the employees in that plant.

For the Company

For the Union

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

George Leaman
Business Agent
BCTGM Local 406

SCHEDULE "G" - LETTER OF UNDERSTANDING

December 9, 2022

In the event of situations of major change in the operation of the business (ie. scheduled shift changes, addition of temporary/permanent shifts), the Company and the Union agree to meet and discuss the impact on associates.

For the Company

For the Union

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

George Leaman
Business Agent
BCTGM Local 406

SCHEDULE "H" - LETTER OF UNDERSTANDING

December 9, 2022

Re: Training for Part-Time Associates

The Labour Management Committee will meet on an annual basis to review and develop a process to provide part-time associates with training opportunities that would give them the opportunity to be able to perform operator jobs during summer peak season.

For the Company

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

For the Union

George Leaman
Business Agent
BCTGM Local 406

SCHEDULE "I" - LETTER OF UNDERSTANDING

December 9, 2022

Re: Spotter Positions - Classified

Upon ratification, spotter positions will be classified. Effective the first full pay in January, 2023 these positions will be paid at the classified rate. William (Billy) Cail will be grandfathered until he retires or leaves the position. The Company will post for one more spotter position on the night shift. This rate will also apply to associates performing these positions on the non-guaranteed shifts.

For the Company

For the Union

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

George Leaman
Business Agent
BCTGM Local 406

SCHEDULE "J" - LETTER OF UNDERSTANDING

December 9, 2022

Re: Utility Positions

Utility positions will be defined as a bargaining unit associate who coordinates activities throughout their respective department(s) among fellow associates, as well as various administrative tasks.

The associate shall not have the authority to hire, fire, discipline, or even recommend discipline to fellow bargaining unit associates.

For the Company

For the Union

Kelly Tilley
HR Manager
Bimbo Canada Company Limited

George Leaman
Business Agent
BCTGM Local 406