



COLLECTIVE AGREEMENT

between

BIMBO CANADA

(Hereinafter referred to as “the Company”)

- and -

UNIFOR AND ITS LOCAL 462

(Hereinafter referred to as “the Union”)

WITNESSETH THAT:

The parties hereto have formulated this agreement in order to continue and maintain the existing peaceful and harmonious industrial relationship between the Company and its associates concerning hours of work, rates of pay, working conditions and employer-associate relations generally.

The term “associate” throughout this collective agreement refers to the employee, in accordance with the Employment Standards Act, Labour Relations Act, and any other laws or statutes in the province of Ontario.

NOW THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS:

MARKHAM SALES CENTRE AGREEMENT

INDEX

		Page
ARTICLE 1-	SCOPE AND EXTENT	3
ARTICLE 2-	RECOGNITION	3
ARTICLE 3-	MANAGEMENT RIGHTS	4
ARTICLE 4-	UNION SECURITY	4
ARTICLE 5-	GRIEVANCE PROCEDURE	5
ARTICLE 6-	CONTINUITY OF OPERATIONS	6
ARTICLE 7-	SENIORITY	7
ARTICLE 8-	UNION COMMITTEES AND STEWARDS	8
ARTICLE 9-	GUARANTEED WORK WEEK	8
ARTICLE 10-	VACATIONS	8
ARTICLE 11-	PAID HOLIDAYS	9
ARTICLE 12-	HOURS OF WORK AND OVERTIME	10
ARTICLE 13-	SEVERANCE	11
ARTICLE 14-	BEREAVEMENT	11
ARTICLE 15-	LEAVE OF ABSENCE	11
ARTICLE 16-	JURY/WITNESS DUTY	12
ARTICLE 17-	HEALTH & WELLNESS	12
ARTICLE 18-	ATTENDANCE BONUS	12
ARTICLE 19-	LUNCH AND REST PERIODS	12
ARTICLE 20-	BENEFITS	13
ARTICLE 21-	WAGE RATES	15
ARTICLE 22-	DURATION	15

Effective: **April 1, 2023**

Expiry: **March 31, 2027**

ARTICLE 1 - SCOPE AND EXTENT

For the purpose of this Agreement:

- 1.01 Sales Centre shall mean the distribution centre and other premises of the Company located at 45 Bodrington Court in Markham, and any new facility in the GTA where the work performed at 45 Bodrington Court may be moved to during the life of this agreement.
- 1.02 "Associates" - all associates in the employ of the Company at its sales centre who normally work more than twenty-four (24) hours per week save and except route salesmen, route supervisors, foremen, persons above the rank of route supervisor or foreman, students employed for school vacation periods and office staff.
- 1.03 "Grievance" means a difference arising between an associate and the Company as to the meaning or application of any provision of this Agreement.
- 1.04 The term "associate" or "associates" as used in this Agreement unless clearly specified otherwise shall mean only Warehouse Person who are in the bargaining unit.
- 1.05 For purposes of administration, the Collective Agreement will apply to Markham Sales Centre location.

ARTICLE 2 - RECOGNITION

- 2.01 The Company acknowledges that for the purposes of employer-associate relationships such associates have selected the Union as their sole and exclusive bargaining agent and recognizes the Union as such for all such associates.
- 2.02 The Union shall not intimidate or coerce any person into membership in the Union, and shall not solicit such membership, hold meetings, collect initiation fees or carry-on other Union activities on the Company's property, except as expressly permitted by this Agreement or by the Management.
- 2.03 It is agreed that associates contravening the provisions of the previous subsection shall be liable to disciplinary measures.
- 2.04 The Company shall not knowingly discriminate against, interfere with, restrain, or coerce any associate because of membership in the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Company to:

- 3.01 Maintain order, discipline and efficiency.

- 3.02 Hire, discharge, transfer, promote, demote or discipline associates, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an associate has been discharged or disciplined without reasonable cause, will be matters subject to grievance procedure, and dealt with as in Article 5.
- 3.03 Discharge, without notice, an associate for the following or similar, serious offences: intoxication, theft, insubordination, etc.
- 3.04 Make, alter and enforce from time-to-time rules and regulations governing its associates which are not inconsistent with the expressed provisions of this Agreement. Changes to rules and regulations will be discussed with the Union Committee prior to the implementation of such charges.
- 3.05 Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules of productions, kinds and locations of machines and the control of the material to be incorporated in the products produced, methods of distribution or sales of products.

ARTICLE 4 - UNION SECURITY

- 4.01 All associates of the Company who are covered by this Agreement, shall become and remain members of the Union and pay dues to the Union as a condition of employment. Dues deductions shall be made from each member, **each month**.
- 4.02 A new associate, on being hired, shall sign a membership card in the Union and a dues check-off card. On completion of the probationary period, the signed membership card shall be forwarded to the National Office of the Union. Dues will be collected as per Article 4.01 during the probationary period and if employment is terminated prior to an associate's being eligible for membership shall be refunded by the Union.
- 4.03 Part-time associates who are not covered by this Agreement shall have dues remitted on their behalf should they work in excess of twenty-four (24) hours in any one (1) week.
- 4.04 Supervisors shall not be utilized to perform work normally performed by associates in the bargaining unit, including overtime, or to reduce part-time hours that are required. However, provided there are no associates on lay-off, a maximum of one supervisor may replace an associate for vacation purposes or leave of absence for whatever period of time the associate is on vacation or leave of absence and may also replace an associate who is absent due to illness/accident for a maximum of three (3) consecutive weeks. Such work shall not be performed by more than one supervisor at any one time. In the event of a short term absence of a full time associate, a laid off associate will be notified and given the opportunity to work the open scheduled shift. If laid off associates are unavailable to work the scheduled shift hours, in all circumstances a supervisor may work the first three (3) shifts of a short term absence.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 All grievances relating to this Collective Agreement shall be settled in the following manner, with the exception of probationary associates who are exempt from this Article:

Step 1

The aggrieved associate shall, either alone or with his accredited representative, take up the matter with their immediate supervisor. The immediate supervisor shall give their answer to the associate within five (5) working days.

Step 2

If the complaint or question is not settled to the satisfaction of the associate, they shall, within five (5) working days of the immediate supervisor's reply, file a grievance in writing stating the facts of the complaint and the relief sought. The matter will then be discussed by the Steward and Distribution Manager or his designate. The Company representative shall give their decision in writing within five (5) working days following the meeting.

Step 3

If the grievance is not settled to the satisfaction of the associate, they shall within five (5) working days of the Distribution Centre Manager or their designate's reply arrange a date to discuss the grievance with the Union Representative and a Human Relations Representative of the Company and the Company representative shall give his decision in writing within ten (10) working days following the meeting.

5.02 Any arrangement or decision agreed to under any of the foregoing provisions, shall be confirmed and set forth in writing and be binding upon the Union, the Company and all associates concerned.

5.03 It is understood, however, that unless agreed to by both the Company and the Union, no grievance shall be processed, the alleged circumstances of which originated or occurred more than four (4) working days prior to its original presentation in writing.

5.04 Should the Union and the Company fail to reach an agreement either party may refer the matter to Arbitration. Such referral must be made within ten (10) days working days of receipt of the reply following the second step outlined above. In such event, the dispute shall then be submitted to an arbitrator selected by the Company and by the Union, mutually agreed upon by the two representatives. If the Company and the Union fail to agree upon the choice of arbitrator, the Minister of Labour for the Province of Ontario shall be asked to select the arbitrator. The decision of the arbitrator shall be final and binding upon both parties and upon any associate affected by it. The cost of the arbitrator will be borne equally by the Company and the Union.

5.05 A complaint by an associate that has been unjustly discharged shall be submitted in writing to the

immediate supervisor within two (2) working days of the discharge. The matter shall then proceed in accordance with the provisions outlined above and may be settled in any manner that is deemed by the parties or the arbitrator to be just and equitable.

5.06 The time limited outlined in 5.01 to 5.05 inclusive may be exceeded only by mutual agreement between the Union and the Company.

5.07 It is further agreed that the Union and the Company shall have the right to originate a grievance at a time not later than ten (10) days from the date of the alleged grievance or from the date where it should have been reasonable known to the parties, with regard to any dispute in the interpretation or manner in which the contract is being complied with. The Union and the Human Relations representative of the Company shall first discuss the complaint; such complaint to be either discussed or resolved within a period of two (2) weeks. If no actual agreement is reached, either party may submit to the arbitration procedure. Such a grievance must be of a policy nature and may not be filed on behalf of an associate who has the right to file a grievance on his own behalf. No policy grievance may be filed in order to overcome a failure to observe the time limits outlined in the grievance procedure.

ARTICLE 6 - CONTINUITY OF OPERATIONS

6.01 There shall be no strike, slow-down or stoppage of work on the part of the Union or any associate, and there shall be no lock out by the Company during the continuance of this Agreement, or during the period of negotiation for a new Agreement.

6.02 A member of the bargaining committee shall not suffer a loss of earnings for the days attending a collective bargaining meeting, including conciliation.

6.03 It is agreed that any associate contravening the provisions of this section shall be subject to summary discharge.

ARTICLE 7 - SENIORITY

7.01 The Company shall maintain a seniority list which shall be posted at least once a year in the sales centre or otherwise made available for examination by an associate upon his request. A copy of the seniority list will be forwarded to the Regional Office of the Union.

7.02 In cases of promotion, demotion, up-grading, lay-offs, transfers, or vacation bidding where other things are equal, seniority shall be the governing factor, provided skill, ability and efficiency are equal.

7.03 Associates on lay-off shall be personally notified or via registered mail of recall and have five (5) working days to accept.

- a) In the event of a work force reduction, any associate who is given Notice of Layoff, and who elects to temporarily replace (as per current practice) other fulltime associates who have not been laid off, will be considered laid off for the purpose of this collective agreement.
- b) Laid off associates who are temporarily recalled will have their recall period extended by one (1) week for every week they work twenty-four (24) hours or more per week as a temporary recall.
- c) Laid off associates who are temporarily recalled and who work twenty-four (24) hours or more per week for more than thirteen (13) consecutive weeks will be deemed to have been recalled to regular full time associate status for the purpose of the collective agreement.

7.04 Associates will be considered on probation and shall not be entitled to seniority rights until they have completed 480 working hours with the Company at the Markham Sales Centre. An associate's employment may be terminated at any time during the probationary period at the discretion of Management for cause. After completion of the probationary period, the associate's seniority date shall reflect their original hire date.

7.05 An associate's seniority and their employment shall be terminated for all purposes when the associate:

- 1. Voluntarily leaves the service of the Company or accepts severance.
- 2. Is discharged for cause including dishonesty, theft, or illegal activities or incapacitation due to liquor or narcotics.
- 3. Is absent from work for any reason other than proven illness, or authorized leave of absence, without furnishing reasons satisfactory to the Company.
- 4. Fails to report for work after a lay-off.
- 5. Is laid off for a period of twelve (12) consecutive months (during which time seniority will be accumulated).
- 6. Is absent from work due to injury/illness beyond twenty-four (24) months. This clause shall not be interpreted in a manner inconsistent with the *Ontario Human Rights Code*.

7.06 In the event an associate covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity, for a period of one year following the promotion.

After one (1) year, the associate promoted shall lose their seniority unless they have returned to the bargaining unit.

ARTICLE 8 - UNION COMMITTEES AND STEWARDS

8.01 The Company acknowledges the right of the Union to elect one (1) Unit chairperson and the Company is to be advised in writing of the elected person by the Local President. The union representative(s) will be elected by membership and or appointed by the Union. The Company

further acknowledges that the Unit Chairperson will serve as the Union Negotiating committee along side local union and national union representatives. The Company agrees to deal with any matter, which properly arises out of this Collective Agreement.

- 8.02 The Unit Chair shall be a member of the negotiating Committee and will be paid for all hours spent in negotiations at his regular straight time hourly rate. Such hours shall not be used for overtime purposes.

ARTICLE 9 - GUARANTEED WORK WEEK

- 9.01 Associates, on completion of their probationary period, shall be guaranteed forty (40) hours pay at their regular straight time hourly rate for each week they are scheduled to work and is available to work.
- 9.02 This guarantee shall apply if the associate reports for work on their first and every successive scheduled shift of each week in which they are scheduled to work and performs all the work assigned to them by the Company.
- 9.03 The guarantee shall not apply in cases of emergencies beyond the control of the Company, such as tornado, floods, snowstorms, fire, breakdowns of supply of electric power from the Hydro Commission, activities of the Crown's enemies, or acts of God or any other acts beyond the control of the Company, or interference with the activity of the Sales centre because of any labour dispute, or when an associate is laid off as a result of the return to work from a period of absence of a senior associate.

ARTICLE 10 - VACATIONS

- 10.01 The Company determines vacation scheduling and changes, and the number of associates that are on vacation at any one time at the Sales Centre. The Company commits to make all reasonable efforts to grant vacation to more than one (1) associate off in a given week whenever business conditions allow. Each vacation request will be reviewed case-by-case and in accordance with the vacation scheduling process.

Vacation(s) will be scheduled within the Sales Centre with selection by seniority, provided associates remaining have the present ability to perform the available work.

The Company's vacation year will be the period from January 1st to December 31st. The first week of January each year, a vacation planner will be posted for the following year. Each associate will be required to submit up to the first three (3) weeks of their vacation entitlement. A maximum of two (2) weeks may be selected during the period between last week of May and last week in September. The vacation selections (including alternative selections) shall be provided to their Supervisor no later than January 31st each year.

The final vacation schedule will be posted by March 15th. After the vacation schedule has been posted, associates with remaining full weeks' vacation, may submit in writing their remaining

vacation request choices. If an associate fails to make their first choice (as outlined in 10.01 above), then the vacation request from this point forward will be granted on a first come, first serve basis. If multiple associates have submitted request on the same day for the same period of vacation, the vacation will be granted to the associate on the basis of seniority. Associates not submitting their vacation selections in accordance with the foregoing may have their vacation assigned commencing April 15th each year (minimum two (2) weeks).

Associates will be required to take at least two (2) weeks of vacation annually. Any outstanding vacation not taken by November 30 (of the vacation year), shall be paid out in the second pay cycle of December on a separate pay cheque. It will be understood that any vacation scheduled for the month of December will be unpaid time (for clarity – pay for vacation scheduled in December will also be paid out in the second pay cycle of December).

10.02 Service Requirements & Length of Vacation

Years of Service	Length of Vacation	Vacation Accrual
1 year	2 weeks	4%
5 years	3 weeks	6%
10 years	4 weeks	8%
15 years	5 weeks	10%
20 years	5 weeks	12%
30 years	6 weeks	14%

In years when an associate would reach a vacation milestone, vacations with pay will be determined by the associate's anniversary date.

Vacation pay will be the appropriate percentage of total earnings received from the Company during the previous calendar year as shown on the associate's T4 slip.

10.03 An associate voluntarily leaving the service of the Company shall receive vacation pay in the appropriate percentage according to their length of service as detailed above for the period in respect of which they have not previously received vacation or vacation pay.

10.04 When a paid holiday, the celebration of which is provided for under the terms of this Agreement, falls within an associate's vacation period, the associate shall be granted an additional day of vacation in conjunction with their vacation at a date mutually agreed within the current calendar year.

ARTICLE 11 - PAID HOLIDAYS

11.01 Subject to the provisions of this article the following days are recognized as paid holidays under this Agreement.

- | | | |
|----------------|------------|---------------|
| New Year's Day | Family Day | Good Friday |
| Victoria Day | Canada Day | Civic Holiday |

Labour Day
Boxing Day

Thanksgiving Day

Christmas Day

- 11.02 Subject to the discretion and control of management, in the weeks in which the above-mentioned holidays occur, the Sales centre may operate on these holidays but be closed on the previous day, or the following day.
- 11.03 In order to be paid for a paid holiday, an associate must work the last scheduled shift before **and** the first scheduled shift following the day celebrated as the holiday. Holiday pay will be computed on the basis of eight (8) hours at the associate's regular hourly rate of pay.
- 11.04 An associate who was not able to work the scheduled day before or the scheduled day after the holiday because of illness verified by his doctor, or who is on authorized leave of absence or on bereavement leave will be paid holiday pay.
- 11.05 Associates who have passed their probationary period as of January 1st, will be entitled to three (3) Personal Floater Days.

Associates who have completed their probationary period will receive a maximum of three (3) paid personal floater days of eight (8) hours, at their regular straight time hourly rate, annually. These three (3) can be scheduled in advance or on short notice for emergency purposes. The Company may reasonably request at its discretion to have associates validate the personal days taken if not booked in advance.

If an associate maintains perfect attendance throughout the entire year (perfect attendance means not utilizing any personal floater days throughout the year and working every scheduled shift up to and including December 31st of each year), they may receive their personal days paid out on first pay of the following year. This provision is inclusive of, and not in addition to, any employment standard requirements regarding personal, sick or emergency days off unless specifically outlined in the legislation.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 The schedule shall be posted on Thursday for the following week at the discretion of the Company and shall consist of four (4) ten-hour shifts or five (5) eight-hour shifts. Associates will select their shift, in order of seniority, if a vacancy arises at the Markham Sales Centre.
- 12.02 The starting and stopping times of scheduled shifts of work may be advanced or **delayed** by two (2) hours at the discretion of management. The Company will endeavour to maintain a minimum variation of starting times for scheduled shifts throughout the workweek. The above provisions exclude an associate requesting shift-changing arrangements.
- 12.03 (i) The Employer will endeavour to distribute overtime as equitably as practicable among those associates who normally perform the required work. It is agreed that overtime is voluntary unless the Employer is unable to enlist a sufficient number of qualified and available

associates to perform the work required, in which event the Employer has the right to assign overtime. Overtime shall be performed only when authorized by the Employer.

- (ii) Associates who are scheduled to work five (5) shifts shall receive overtime pay at the rate of one and one-half (1½) times their regular hourly rate:
 - (a) For hours worked in excess of eight (8) hours on one (1) shift.
 - (b) For hours worked on an associate's scheduled day off as determined by the posted schedule.
- (iii) Associates who are scheduled to work four (4) shifts shall receive overtime pay at the rate of one and one-half (1½) times their regular hourly rate:
 - (a) For hours worked in excess of ten (10) hours on one (1) shift.
 - (b) For hours worked on an associate's scheduled day off as determined by the posted schedule.
- (iv) Associates who are scheduled to work five (5) shifts shall receive pay at the rate of two (2) times their regular hourly rate:
 - (a) For hours worked on the calendar day of a paid holiday(s).
- (v) Associates who are scheduled to work four (4) shifts shall receive pay at the rate of two (2) times their regular hourly rate:
 - (a) For hours worked on the calendar day of a paid holiday(s).
- (vi) Associates who start their shift on a recognized paid holiday will continue to receive a premium until their shift ends the subsequent day.

12.04 In the week in which a paid holiday falls, the qualifying period for weekly overtime pay for associates who work a five (5) day schedule shall be reduced by eight (8) hours for each paid holiday falling on a regular working day in such week. For associates who work a four (4) day schedule, ten (10) hours.

12.05 During any one week overtime will be paid under not more than one of the above provisions, whichever gives the greater benefit to the associate. There shall be no duplication or pyramiding of any premium or overtime payment provided for under the terms of this Agreement.

ARTICLE 13 - SEVERANCE

13.01 Associates with over two (2) year's continuous service with the Company, where employment with the Company is terminated as a result of the closing of the sales centre or distribution centre shall receive severance pay based on one (1) week's wages for each full year of service.

ARTICLE 14 - BEREAVEMENT

14.01 In the event of a death of a spouse, mother, father, or child, an associate, upon notice to the Company, shall be allowed necessary time off up to five (5) days without loss of pay, to attend or make arrangements for the funeral.

Up to four (4) days without loss of pay, shall be granted in the event of a death of a brother, sister, up to three (3) days without loss of pay shall be granted in the event of a death of a mother-in-law, father-in-law, brother-in-law and sister-in-law and one (1) day without loss of pay shall be granted in the event of a death of a grandparent or grandchild if absence is justified.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 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.

Associates on an approved leave of absence (excluding prescribed leaves and absences due to approved disability) will have their benefits continued for up to twelve (12) months except for disability benefits which stops on the first date of the approved leave.

ARTICLE 16 - JURY/WITNESS DUTY

16.01 If an associate must serve on a jury, or is subpoenaed as a Crown witness, they will receive their normal pay from the Company for the time served, subject to the associate providing proper documentation to the Company to support the absence.

ARTICLE 17 – SAFETY & WELLNESS

17.01 All associates are expected to abide by the employer's lifesaving rules pertaining to safety and wellness, including but not limited to fit for duty, always lockout tagout and tryout, report all incidents, operate motorized equipment safely, confined spaces and fall protection

The Company and Union agree that Management and associates will meet on a quarterly basis and in compliance with the Occupational Health & Safety Act to discuss health and safety concerns.

17.02 **Effective 2024:** Upon completion of the probationary period, associates will receive a voucher annually for the following:

- i) \$175.00 towards the cost of CSA approved non-slip safety boots.
- ii) \$325.00 towards the pre-approved list of uniform items.

The Company will pay for associates who are medically required to wear speciality safety boots, subject that the associate provides proper supporting documentation

17.03 The Company and Union support and understand that every employee is entitled to freedom from harassment in the workplace, including but not limited to any form of verbal or physical abuse, verbal or physical harassment and sexual harassment. The Company and Union take these matters seriously and all incidents brought to the parties' attention will be investigated in their entirety. Any form of harassment will be subject to disciplinary action, up to and including termination of employment.

ARTICLE 18 - ATTENDANCE BONUS

18.01 A perfect attendance bonus shall be paid to an associate who is not absent from their posted shift schedule (except for vacation, jury/witness duty, bereavement, attending negotiations and up to two (2) weeks of approved leave of absence), during each quarter, paid on the basis of \$50.00 in the following quarter, with an additional \$100.00 bonus for each complete calendar year completed without absence to a maximum of \$300.00 in any such year.

ARTICLE 19 - LUNCH AND REST PERIODS

19.01 Associates shall receive a paid lunch period of thirty (30) minutes duration.

Each associate will be allowed two (2) fifteen (15) minute rest periods with pay per shift.

The Company will endeavour to ensure that breaks are taken on a regular frequency throughout an associate's shift wherever possible subject to operational demands.

ARTICLE 20 – BENEFITS

20.01 Health and Welfare Benefits

New fulltime associates will qualify for benefits after their first ninety (90) calendar days of employment. No premium contribution is required from associates and coverage will be terminated at retirement except for disability (STD and LTD) which terminate at age 65. The Company will provide a pay direct drug card and a benefits summary.

It is agreed that the Company will arrange for a Group Insurance Plan (the "Plan") to be available to eligible fulltime associates and their eligible dependents during the life of this Agreement. The Company will pay monthly premiums under the Plan (for Life Insurance, AD&D, Dental, Health Care, and Weekly Indemnity). Associates become eligible to join and maintain participation in the Plan as follows:

Associates who have worked for a full consecutive year (i.e. uninterrupted by layoff) prior to layoff will be eligible to have Group Insurance (Article 20.01 a, b, d, e, g and h) extended during layoff to a maximum thirteen weeks.

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

For every calendar month in which the associate works an average of twenty-four (24) hours or more per week, per month, they will be entitled to benefits outlined in Article 20.01 (f) above for the following month.

- (a) Life Insurance **\$30,000**
Reduce by 50% at age 65, terminating at retirement
- (b) Accidental Death and Dismemberment **\$30,000**
(24 hour coverage)
Reduce by 50% at age 65, terminating at retirement
- (c) Weekly Indemnity (excludes vehicle related accident income) **\$485.00**
 - (i) Weekly Indemnity shall be paid from the first day accident, fourth day for non-occupational illness until the associate would be eligible for EI sick benefit, an additional extended disability of up to 87 weeks after the EI entitlement to a maximum of 104 weeks, with benefit coverage maintained to a maximum of 52 weeks from the original date of the accident/illness. Associate to provide proper medical certification.
 - ii) **Long Term Disability**

Associates with **five (5) years of continuous service** or more who are totally disabled through sickness or non-compensable accident and unable to engage in any employment activities will have their weekly indemnity extend beyond the 104 weeks at a rate of **\$1,300.00** per month less any CPP/QPP or other legislated benefit on the basis of one further year for each full five (5) years of service to earlier of age 65 or retirement.

Waiting period is the maximum time payable for both Weekly Indemnity and Employment Insurance (EI) benefit together.

(d) Drugs

Drug Plan based on 100% Company paid with no deductible.
Annual Drug reimbursement maximum of \$10,000 for each associate and eligible dependent:

- **Ten dollars (\$10.00)** dispensing fee maximum
- Remaining provisions within article 20.01 c) remain the same as per current CBA.

(e) Semi-private hospital coverage.

(f) Group Insurance (20.01 a,b,d,e,g, and h) will be extended during lay-off to a maximum of thirteen (13) weeks.

(g) Dental

Dental Plan for associates with one year's service and each dependent – **90%** routine treatment and 50% co-insurance on major treatment, \$1,500 maximum per calendar year and based on one (1) year lag of ODA fee scale.

There will be one (1) recall exam every nine (9) months.

(h) Optical Plan

100% Company paid premium, based on nil deductible, nil co-insurance, with a maximum of \$250.00 once every two (2) calendar years for each associate and each dependent.

One (1) eye exam every two (2) years per associate and each eligible dependent.

(i) Dependents, who shall be spouse and unmarried dependent children under 21 years of age, shall have coverage shown in 20.01 d,e,g, and h.

(j) All claims are subject to the Reasonable & Customary maximums as determined by the Insurance company.

It is agreed and recognized by the parties that the benefits required to be paid or provided under the Plan are payable by the third party insurance carrier and not by the Company.

ARTICLE 21 – WAGE SCHEDULE

21.01 All Wage increases within this article are to be effective on the first full pay period in the designated month.

Year 1 (2023): \$0.50/hr effective October 2023

Year 2 (2024): \$1.00/hr effective April 2024
Year 3 (2025): \$1.00/hr effective April 2025
Year 4 (2026): \$1.00/hr effective April 2026

ARTICLE 22 – DURATION

22.01 This agreement shall be in effect from **April 1, 2023 until March 31, 2027** and shall continue from year to year after that date, unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement within the period of not less than thirty (30) days and nor more than ninety (90) days prior to any such yearly date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement on the ____ day of _____, 2023.

BIMBO CANADA COMPANY, LIMITED

UNIFOR and its LOCAL 462

FOR THE COMPANY

FOR THE UNION

Mike Dimech

Mark Chun Chih Li

Lindsay Marusic

Andrew Kellman

Sachin Mohan

Shayne Fields

