

ALLEGRA MARKETING

FROM: May 1, 2023

TO: April 30, 2026

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



Allegra Marketing

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Adjustment of Grievances	16	9
Arbitration	17	10
Bereavement Leave	20.05	14
Business Operations	24.01	16
Chamber of Commerce Group Insurance Plan	Appendix A-3	24
Child Bearing Support Leave	20.08	15
Classifications and Hourly Rates of Pay	Appendix B-1	27
Compassionate Leave	20.09	15
Consecutive Hours of Work	7.02	4
Contracting Out	25	17
Court's Decision	29	19
Credit for Past Experience	30	19
Definitions	2	2
Demotion, Definition of	2.06	2
Disagreement on Decision	17.10	11
Discipline/Discharge	15	9
Dues Deduction	3	3
Exhibit One	Form	33
Family Responsibility Leave	20.03	14
Final Offer Selection	35	21
Full-time Employee, Definition of	2.01	2
General Holidays	10	6
Harassment/Abuse	18	11
Harassment/Abuse Policy	Appendix C	29
Health and Safety	27	17
Health and Welfare Benefits	Appendix A	23
Health and Welfare, Referral	21	15
Hours of Work	7	4
Jury Duty/Selection and Witness Fees	28	19
Layoff, Definition of	2.07	3
Leaves of Absence	20	12
Management's Rights	5	3
Manitoba Food and Commercial Workers Dental Plan	Appendix A-2	23
Masculine or Feminine Gender, Definition of	2.03	2
Maternity Leave	20.01	12

Meal and Rest Periods	8	5
Minimum Call-in	14	8
Negotiations Leave	20.07	14
Overtime	13	8
Parental Leave	20.02	13
Part-time Employee, Definition of	2.02	2
Personal Leave of Absence	20.06	14
Plural and Singular, Definition of	2.04	2
Probationary Period	4	3
Promotion, Definition of	2.05	2
Recognition	1	1
RSP Deduction	33	20
Sale of Business	24	16
Sale, Lease, Transfer or Other Disposal of		
Seniority	9	5
Severance Pay	19	12
Sick Leave	Appendix A-1	23
Technological Change	23	15
Term of the Agreement	34	20
Time off for Illness or Injury	31	19
Union Decal	12	8
Union Leave	20.04	14
Union Representative's Visits	22	15
Unit Committee	6	4
Vacations	11	7
Wages	26	17
Work Schedules	7.05	4
Workers Compensation Benefits	32	19

EXPIRY: APRIL 30, 2026

AGREEMENT BETWEEN:

ALLEGRA MARKETING,
hereinafter referred to as the
"Employer"

and

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as
the "Union".

WHEREAS: The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, to provide methods for fair and amicable resolution of the issues which may arise between them, and to provide efficient operations,

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agency for all employees of the Employer employed in Manitoba except the "President" of the Company. All such eligible employees shall become and remain members of the Union as a condition of employment. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

1.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

1.03 The Employer shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

1.04 The Company shall provide the Union with a list containing the current names, addresses, telephone numbers, wage rates, and classifications of all bargaining unit employees whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than thirty-seven and one-half (37½) hours per week consisting of five (5) seven and one-half (7½) hour work days from Monday to Friday inclusive.

2.02 **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than thirty-seven and one-half (37½) hours per calendar week.

2.03 **Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

2.04 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

2.05 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.06 **Demotion**

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

2.07

Layoff

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

ARTICLE 3 DUES DEDUCTION

3.01 Regular dues, initiation fees and assessments shall be deducted from each employee as authorized by the Union, and forwarded to the Union office by the Employer within fifteen (15) calendar days following the month in which such deductions were made and shall be accompanied by a monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction.

3.02 Each year the Employer shall calculate the amount of union dues, initiation fees and assessments deducted from the employee's pay and shall indicate same on the T-4 and TP-4 slip for each employee no later than February 28th.

3.03 The Employer agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated or commenced their employment during the previous month.

ARTICLE 4 PROBATIONARY PERIOD

4.01 New employees shall be on probation for three (3) calendar months.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.01 The Employer has the exclusive right to operate and manage the business, to control production, to maintain order and efficiency, and to hire, classify, promote, transfer, demote, lay off, and discipline or discharge employees for just cause.

5.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

5.03 The Employer may establish and enforce from time to time reasonable rules and regulations affecting the employees covered by this Agreement.

5.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

5.05 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee in the unit bound by the Collective Agreement.

ARTICLE 6 UNIT COMMITTEE

6.01 The Union and the Employer will:

- (a) establish norms relative to working conditions affecting members of the bargaining unit;
- (b) resolve any issues between the parties to this Agreement;
- (c) negotiate the renewal of this Agreement at the appropriate time;
- (d) deal with any other matters agreed upon by the parties to this Agreement.

ARTICLE 7 HOURS OF WORK

7.01 The normal hours of work for full-time employees covered by this Agreement shall be thirty-seven and one-half (37½) hours per week, seven and one-half (7½) hours per day, Monday to Saturday, inclusive. Daily opening hours shall be from 8:00 a.m. to 5:00 p.m. unless otherwise mutually agreed between the Union and the Employer.

7.02 Consecutive Hours of Work

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

7.03 In a week in which one (1) general holiday occurs, the basic work week for employees shall be thirty (30) hours to be worked over a four (4) day period during that week.

7.04 In a week in which two (2) general holidays occur, the basic work week for employees shall be twenty-two and one-half (22½) hours to be worked over a three (3) day period during that week.

7.05 Work Schedules

Work schedules for employees may only be changed by mutual agreement between the Employer and the employees.

ARTICLE 8 **MEAL AND REST PERIODS**

8.01 **Meal Periods**

- (a) A person working a daily shift of five (5) hours or more shall be entitled to one (1) uninterrupted meal period, without pay, of not less than thirty (30) minutes.
- (b) Meal periods for all employees shall be taken at approximately the mid point of their daily shift.

8.02 **Rest Periods**

- (a) A person working a daily shift of less than five (5) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of five (5) hours or more, but less than seven (7) hours, shall receive one (1) uninterrupted fifteen (15) minute rest period, with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above.
- (c) A person working a daily shift of seven (7) hours or more, shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.

8.03 Employees who are required to work overtime on the completion of their eight (8) hour shift shall first be scheduled an uninterrupted fifteen (15) minute rest period with pay, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 9 **SENIORITY**

9.01 Seniority shall refer to an employee's length of continuous employment with the Employer in the bargaining unit. Unless knowledge and ability of an employee are greater, reverse order of seniority will be followed in the event of a layoff. In the event of recall from layoff, seniority shall be the governing factor.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized and considered as General holidays, for which all employees shall suffer no reduction in pay on account of the closing of the Employer's business:

New Years Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Stat Holiday
Civic Holiday	

and other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

In addition to the general holidays referred to in Article 10.01 above, all employees shall be entitled to take four (4) floating holidays per calendar year. Said floating holidays shall be taken at a time that is mutually agreeable to the employee and the Employer.

10.02 In order for an employee to qualify for a general holiday with pay, he or she must not have been voluntarily absent from his or her scheduled work day prior to and following such holiday. Illness, vacation or an authorized leave of absence shall not disqualify an employee. The Employer may request a medical certificate in the case of illness.

10.03 If a general holiday occurs during an employee's vacation, the employee at his or her discretion, shall take either an extra day's vacation with pay, or an extra day's pay.

10.04 Employees shall receive an extra day off with pay or an extra day's pay in lieu of the general holiday should the general holiday fall on the Saturday or Sunday.

10.05 All employees shall receive eight (8) hours' pay at his or her regular hourly rate for each general holiday.

ARTICLE 11 VACATIONS

11.01 All full-time employees covered by this Agreement will have the following vacation entitlement:

- (a) less than one (1) year's continuous service as of August 31st in any year; up to two (2) weeks' vacation with pay computed at four (4%) percent of total earnings up to such August 31st;
- (b) completed one (1) full year or more of continuous service as of August 31st in any year; two (2) weeks' vacation with pay computed at four (4%) percent of total earnings up to such August 31st;
- (c) completed two (2) full years or more of continuous service as of August 31st in any year; three (3) weeks' vacation with pay computed at six (6%) percent of total earnings up to such August 31st;
- (d) completed five (5) full years or more of continuous service as of August 31st in any year; four (4) weeks' vacation with pay computed at eight (8%) percent of total earnings up to such August 31st;
- (e) completed ten (10) full years or more of continuous service as of August 31st in any year; five (5) weeks' vacation with pay computed at ten (10%) percent of total earnings up to such August 31st;
- (f) completed fifteen (15) full years or more of continuous service as of August 31st in any year; six (6) weeks' vacation with pay computed at twelve (12%) percent of total earnings up to such August 31st.

11.02 Seniority shall be the governing factor in the choice of vacation.

11.03 The vacation period for all employees in the bargaining unit shall be from April 1st to September 30th of each year, unless otherwise mutually agreed to between the employee and the Employer.

11.04 The Employer agrees to allow employees to take their vacations consecutively unless the employee wishes to have his or her vacation broken up.

11.05 If an employee becomes confined to his or her home or in the hospital due to a serious illness or injury while on vacation, the employee may file a claim for paid sick leave and/or Weekly Indemnity benefits (or similar benefits) and the balance of the employee's vacation will then be rescheduled following the employee's return to work.

11.06 Vacation pay shall be paid to employees no later than the pay day immediately preceding the beginning of the employee's vacation.

ARTICLE 12 UNION DECAL

12.01 The Employer agrees to allow the Union to supply and hang its union decal in the location. Such decal shall be displayed in a prominent position. The Union agrees to allow the Employer to utilize the UFCW Local 832 logo on its product.

ARTICLE 13 OVERTIME

13.01 All time worked in excess of seven and one-half (7½) hours in any day or in excess of thirty-seven and one-half (37½) hours in any week shall be paid for at the rate of one and one-half (1½) the employee's regular rate of pay.

13.02 All employees working on General holidays as designated in Article 10 of this Agreement, shall be paid the regular hourly rate they would have received had they not worked, plus an additional one and one-half (1½) times said hourly rate for all time required to be on duty.

13.03 Any employee who works on a Saturday and/or Sunday shall be paid one and one-half (1½) times his or her regular hourly rate of pay for all hours worked.

13.04 For the purposes of computing overtime, any employee who is off on sick leave or any authorized leave of absence, shall have this time off credited and considered to be time worked for the purposes of determining when overtime is to be calculated.

13.05 Compensating time off may be given in lieu of overtime pay if employees so request. Such time off shall be taken at a time selected by the employee providing the employee has given the Employer at least two (2) weeks written notice. Employees shall be entitled to request a cash payout of their banked overtime hours with one (1) full pay period notice to the Employer.

ARTICLE 14 MINIMUM CALL-IN

14.01 No employee shall be called in or requested to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid a minimum of four (4) hours at his or her regular hourly rate of pay.

ARTICLE 15 **DISCIPLINE/DISCHARGE**

15.01 All employees, shall be entitled, prior to the imposition of any form of discipline or discharge, to be notified at a meeting with management of the reasons for such action being considered. The employee shall be accompanied by his or her full-time Union Representative during said meeting. The date, time and location of this meeting shall be arranged for by mutual agreement between the Employer and the Union.

15.02 Any notice of discipline or discharge going on an employee's personnel file shall be given to the affected employee and a copy of the discipline or discharge notice shall be mailed to the Union office within five (5) calendar days of the event.

15.03 The Employer shall remove all written disciplinary notices from the employee's personnel file after nine (9) calendar months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of nine (9) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

15.04 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

ARTICLE 16 **ADJUSTMENT OF GRIEVANCES**

16.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

16.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer agrees to promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request.

16.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

16.04 All grievances must be submitted in writing.

16.05 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

STEP 1: By a discussion between the employee and the Union Representative with the Employer. The Employer shall reply to the grievance in writing to the Union within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

STEP 2: If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 17.

16.06 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure, may only be extended by mutual agreement between the Union and the Employer.

ARTICLE 17 ARBITRATION

17.01 Grievances not resolved in the manner prescribed in Article 16 may be submitted to arbitration by either party. It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Arbitrator chosen shall be agreed upon by the parties. Should the parties be unable to agree, either party may then apply to the Manitoba Labour Board to appoint an arbitrator. It is anticipated that the arbitrator will submit the award within twenty-one (21) days from the date of the hearing, which will be held within twenty-eight (28) days of their appointment.

17.02 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

17.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render his or her decision as soon as reasonably possible.

17.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

17.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.

17.06 The findings and decisions of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

17.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this article.

17.08 The expenses and fees of the Arbitrator shall be borne equally by the parties to the Arbitration proceedings.

17.09 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

17.10 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within five (5) days.

ARTICLE 18 HARASSMENT/ABUSE

18.01 The Employer and the Union agree that no form of harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving harassment or abuse shall be treated in strict confidence by both the Employer and the Union. Any employee who believes that he or she is being harassed or abused, shall follow procedures in Appendix "C" Harassment and Abuse Policy. The right to refuse to work under these circumstances may be exercised by the employee, until such time as the harassment is

resolved to the mutual satisfaction of the employee concerned, the Employer and the Union. The employee shall suffer no loss of pay and benefits while exercising his or her right to refuse to work under such circumstances, and in addition, may lay charges against the harasser.

ARTICLE 19 SEVERANCE PAY

19.01 In the event the Employer ceases operation in Winnipeg, employees shall receive severance pay in the amount of one (1) week's wages for each year of service with the Employer, or equivalent notice in lieu of pay. At no time shall notice be any less than that required by The Employment Standards Code and/or The Labour Relations Act for the province of Manitoba.

ARTICLE 20 LEAVES OF ABSENCE

20.01 Maternity Leave

A female employee with one (1) year or more service with the Employer shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

Parental Leave**(A) Entitlements**

Every employee, with one (1) year or more service with the Employer,

- (a) who, becomes the natural parent of a child, assumes actual care and custody of a newborn child, or adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

(B) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) Late Application for Parental Leave

When an application for parental leave under subarticle (A) above is not made in accordance with subarticle (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

- (E) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

20.03 **Family Responsibility Leave**

In the event of a serious illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted a paid leave of absence or absences which shall not exceed five (5) working days per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of his or her ailing spouse, parent or child.

20.04 **Union Leave**

The Employer agrees to provide leave of absence, without pay, for the purpose of allowing members of the bargaining unit to attend to Union business. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

20.05 **Bereavement Leave**

- a) All employees shall be granted time off from work with pay of five (5) non-consecutive work days in the event of death in the immediate family. The term immediate family shall mean spouse or common law spouse, parent or stepparent, child or stepchild, brother, sister, or step-sibling, mother, father, or step-parent, mother-in-law or father-in-law, sister-in-law or brother-in-law, fiancé(e), grandparent, and grandchild.
- b) All employees shall be granted time off with pay for three (3) days from work in the event of death of a family pet.

20.06 **Personal Leave of Absence**

Each request will be considered on its merits.

20.07 **Negotiations Leave**

The Employer agrees to allow one (1) employee elected or appointed by the Union to sit on the negotiating committee with the Union negotiator. All time spent attending negotiations will be considered time worked, and paid by the Employer.

20.08 **Child Bearing Support Leave**

The Employer agrees to grant an employee who is the parent of a new child but one not physically giving birth to that child, three (3) days off without loss of pay at the time of birth.

20.09 **Compassionate Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed eight (8) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations and employees agree to complete all paperwork necessary to reduce Employer costs.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per article 20.05 of the collective agreement.

ARTICLE 21 HEALTH AND WELFARE

21.01 As per attached Appendix "A" forming part of this Agreement.

ARTICLE 22 UNION REPRESENTATIVE'S VISITS

22.01 Duly authorized full-time representatives of the Union shall be entitled to visit the unit, after notifying the President or his designate, for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.01 Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

In the event of a technological change occurring during the life of this Agreement which shall displace or adversely affect one (1) or more employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) working days before the introduction of the technological change, and provide the Union with a detailed description of the

technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employee.

- (b) The Employer and the Union will meet as soon as possible and not later than ninety (90) working days prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interests of the employees affected. Reasonable provisions shall include but not be limited to job retraining.
- (c) If the Employer and the Union fail to agree upon measures to protect the employee from any adverse effects, the matter may be referred by either party to Arbitration as provided for under the terms of this Agreement and it is expressly understood and agreed that the Arbitrator shall have jurisdiction to deal with this matter and that the Arbitrator's decision shall be final and binding on all parties concerned.

23.02 Irrespective of any technological change that may be introduced during the term of this Agreement, it is understood and agreed that no employee who has completed his or her probationary period as of the date that the technological change comes into effect, shall be laid off or suffer a reduction in hours and/or salary because of the introduction of this technological change. All staff reductions are to be implemented through attrition.

ARTICLE 24 SALE OF BUSINESS

24.01 Sale, Lease, Transfer or Other Disposal of Business Operations

The Employer agrees that upon the sale, lease, transfer or other disposal of its business or operation, or any part of its business or operation, to any other person or company, the Employer shall inform the other person or company of any existing Collective Agreement or Manitoba Labour board certification affecting or relating to the business or operation, or part thereof, and the Employer further agrees that it shall be an express term of any contract of sale, lease, transfer, request to bid, or other disposition, as referred to above, that the other person or company shall assume all responsibility and obligations accruing by virtue of the aforementioned Collective Agreement or Manitoba Labour Board certification. All employees shall be retained in their employment by the successor employer without any change in employment status.

ARTICLE 25 **CONTRACTING OUT**

25.01 The Employer shall not contract out bargaining unit work, which can be done by the bargaining unit employees, unless otherwise mutually agreed between the Union and the Employer.

ARTICLE 26 **WAGES**

26.01 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement, and shall form part of this Agreement. Where an individual employee's hourly rate is higher, such hourly rate shall not be reduced by reason of this Agreement. The rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

26.02 Rates of pay for any new classification, that may be established by the Employer, and which comes within the scope of this Agreement, or for any major changes to an existing classification shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular rate of pay for this new position has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the Arbitration Procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement, shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

26.03 New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates.

26.04 All employees in the bargaining unit shall be paid every second Wednesday by 8:00 a.m. by direct deposit. Employees shall be provided with a pay stub outlining their earnings and deductions on each pay day.

ARTICLE 27 **HEALTH AND SAFETY**

27.01 The Employer, the Union and all Employees will make every effort to comply with the Manitoba Workplace Safety and Health Act and regulations.

27.02 The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet monthly and shall conduct safety tours of the Employer's operation. Such committee shall be empowered to order correction of any Safety and/or Health hazard in existence.

27.03 The Labour/Management Safety and Health Committee shall be comprised of two (2) persons, consisting of one (1) who shall be appointed by the Union and one (1) who shall be appointed by the Employer.

27.04 Employees shall be paid by the Employer for all time spent in attendance during these Labour/Management Safety and Health Committee meetings and Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be mailed a copy of these minutes.

27.05 The Employer agrees to provide all time off, with pay, for the purposes of allowing members of the bargaining unit who are on the Labour/Management Safety and Health Committee to attend Union-approved Safety and Health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Each employee committee representative will receive at minimum two (2) paid days of training per calendar year.

27.06 The Employer shall determine site requirements regarding first aid training. The Employer shall coordinate and pay the costs of any employee who completes a first aid course, or any other course that has been approved by the Employer or Committee.

27.07 In the event that an employee has a concern with any safety matter at the work site, they are encouraged to bring the issue to the attention of management or a member of the Health & Safety Committee for review and follow-up through the joint safety committee.

27.08 In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by Employer Management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act.

27.09 In situations where an employee believes that a Safety and/or Health hazard exists, the employee shall first report his or her concerns to the Safety Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a Safety and/or health hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate Government agency dealing with Safety and Health matters has come to the Employer's operations to inspect the concerns first hand. During this time period the employee shall continue to be paid even though he or she is refusing to work.

27.10 The Employer shall ensure that at all times there is a clean and tidy lunchroom as well as clean and tidy washrooms available to the employees.

27.11 The Employer shall ensure that lunchroom amenities include a coffee maker, microwave oven, fridge and sink for employees to use during their meal and/or rest periods.

27.12 The Employer agrees to provide adequate first aid supplies within the Employer's operations.

ARTICLE 28 JURY DUTY SELECTION AND WITNESS FEES

28.01 The Employer will pay full wages for time lost and the employees will reimburse the Employer for the amount they received from the Crown for jury duty or witness fee service.

28.02 In the event that an employee is called upon for jury selection, the Employer agrees to pay full wages for all time said employee attended the jury selection process. The Employer may ask for verification if it is available.

ARTICLE 29 COURT'S DECISION

29.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a court of law or labour board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 30 CREDIT FOR PAST EXPERIENCE

30.01 New or rehired employees shall receive credit for past experience, for purpose of wage rate only.

ARTICLE 31 TIME OFF FOR ILLNESS OR INJURY

31.01 A reasonable amount of time off for sickness or injury will be recognized.

ARTICLE 32 WORKERS COMPENSATION BENEFITS

32.01 When an employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the Employer

so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

32.02 In situations where the Workers Compensation Board disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving the Employer's Short Term and/or Long Term Disability benefits as provided for in the Collective Agreement. In such instances the employee agrees that if the employee's appeal is accepted by the Workers Compensation Board that the Employer shall then be reimbursed for all monies owing to them.

32.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time required for such treatment shall not be deducted from the employee's normal day's pay. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time.

ARTICLE 33 RSP DEDUCTION

33.01 The Employer agrees to make payroll deductions from employees' wages for the Union Group Retirement Savings Plan or any other RSP for employees who wish to contribute to an RSP. The amount of such deduction will be indicated by the employee. The Employer shall forward such contributions to the Plan within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period.

ARTICLE 34 TERM OF THE AGREEMENT

34.01 This Agreement shall be in effect from May 1, 2023 and shall remain in effect until April 30th, 2026, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to negotiate a revision thereof.

34.02 When the required notice for revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period. Should the parties reach an impasse in direct negotiations for the renewal of this Agreement, they mutually agree to submit all outstanding matters to Final Offer Selection as indicated in Article 35 of this Agreement.

ARTICLE 35 **FINAL OFFER SELECTION**

35.01 This Collective Bargaining Agreement includes a Final Offer Selection process, as set out below, in place of and in substitution for the rights of strike and lockout contained in the Labour Relations Act of Manitoba. The parties agree, within the above framework, to negotiate in good faith with a view to reaching a Collective Agreement or renewal of said Agreement or Agreements.

35.02 Should the parties reach an impasse in direct negotiations for the parts of an Agreement or the renewal of said Agreement, they mutually agree to forego the right to strike or lockout under the Manitoba Labour Relations Act and to submit all outstanding collective bargaining matters to Final Offer Selection as hereinafter provided.

35.03 The Employer and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Employer and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.

35.04 The Employer and the Union agree to enter into and proceed through negotiations and further agree that each will make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

35.05 Should the Employer and the Union reach an impasse in negotiations for the renewal of the above mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lockout. All outstanding matters will then be submitted to Final Offer Selection as hereinafter provided:

- (a) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- (b) The Employer and the Union shall submit their respective final positions to the Selector. The Selector shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the name of the Selector, either party may request the Manitoba Labour Board to appoint a Selector.
- (c) The Selector shall receive a written statement or brief from the Employer and the Union, outlining each of their respective positions on the outstanding proposals, within fourteen (14) days of his appointment, and he shall select any of or all of either the Employer's or the Union's positions on each of the outstanding items.

- (d) The Employer and the Union may mutually agree that their best interests would be served by the Selector convening a meeting rather than receiving the positions of the parties in writing. Failing such mutual agreement, the parties will submit their final positions on all outstanding issues by registered mail to the Selector within the fourteen (14) days specified above, or they shall waive all rights under this provision and the Selector is instructed to proceed with the written statements or briefs which are properly filed with him within the time limits specified above.
- (e) The Selector shall render his decision within twenty-eight (28) days of his appointment, and said decision shall be final and binding on all parties to this Agreement.
- (f) The Employer and the Union shall pay the cost of their witnesses if required. The Employer and the Union shall equally share the cost of a Selector.

35.06 Once this procedure has been used, it shall only be further renewed by mutual agreement between the Employer and the Union.

35.07 The procedures outlined above are agreed by both parties to replace any right to strike or lockout which either party has under any statute or law in the province of Manitoba.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2023.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE

SICK LEAVE, DENTAL CARE PLAN, AND GROUP INSURANCE PLAN

A-1 Sick Leave

A-1.01 Full-time employees shall accumulate seven and one-half (7 ½) hours of sick pay for each full month of employment to a maximum of five hundred and twenty-five (525) hours. The Employer may require a doctor's certificate from employees entitled to this benefit.

A-1.02 Part-time employees will accumulate seven and one-half (7 ½) hours of sick pay for one hundred and fifty-seven and one-half (157 ½) hours worked to a maximum of five hundred and twenty-five (525) hours. The Employer may require a doctor's certificate from employees entitled to this benefit.

A-1.03 Said sick leave benefits may be reduced or eliminated for any employee found to be abusing said sick leave benefits.

A-1.04 The Employer agrees to post on the bulletin board and send a copy to the Union office twice each calendar year, January and July, the total amount of sick leave credits for each employee.

A-2 Manitoba Food & Commercial Workers Dental Plan

A-2.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental plan of **forty-one (41¢)** cents (and an additional two (2¢) cents per year thereafter if the Plan so requires) per hour for each hour of actual work in respect of all employees in the bargaining unit. Contributions shall include sick pay, weekly indemnity, vacation and general holiday to a maximum of the basic work week.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period.

A-2.03 The Employer agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time, including increasing direct contributions over and above those specified in A-2.01 should the Plan so require to maintain maximum dental benefits for employees up to a maximum of two (2¢) cents per hour per year.

A-3 Chamber of Commerce Group Insurance Plan

A-3.01 The Chamber of Commerce Group Insurance Plan Group Policy #90475 shall be maintained by the Employer for all eligible employees and shall be subject to the terms and conditions of their master policies and contracts in force, all of which shall form part of this Agreement. With the exception of dental, and Group Retirement Savings Plan benefits, the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved and do not increase costs to the employees. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes. Eligible employees are those who work at least twenty (20) hours per week.

A-3.02 The Employer shall pay the full premium costs of all Life Insurance, Accidental Death and Dismemberment and Extended Health Care benefits up to a maximum of \$1500.00 per month. If the costs of these benefits exceed \$1500.00 the additional costs will be deducted from the cheques of all participating employees proportionally.

A-3.03 The employees shall pay the full premium costs of their Weekly Indemnity and Long Term Disability premiums and these shall be deducted from each paycheque and submitted to the insurer.

A-3.04 A general description of the health and welfare benefits, terms and conditions, subject to the Plan text, that the Employer shall ensure are available to employees is as listed below:

Life Insurance Benefits

All employees shall be entitled to life insurance benefits for themselves. The principle sum that is payable for employees shall be twenty-five thousand (\$25,000.00) dollars.

Accidental Death and Dismemberment Benefits

All employees shall be entitled to accidental death and dismemberment benefits for themselves. The principle sum that is payable for injuries resulting from any one (1) accident shall be a maximum of twenty-five thousand (\$25,000.00) dollars.

Weekly Indemnity

All employees shall be entitled to coverage under the Weekly Indemnity Benefit which is 66 2/3% of the employees' gross weekly earnings to the benefit maximums. Benefits are payable from the 1st day of accident/hospitalization and the 8th day in case of illness, for a period of up to 17 weeks, but not payable during any period where EI maternity benefits are payable.

Long Term Disability

All employees shall be entitled to coverage if they are unable to perform all regular duties of their job for up to 24 months. They must then look for other work which they could perform if they remain unable to do the regular duties of their job, unless they are unable to perform any gainful job they could become qualified to do, wherein they may remain on LTD until the employee's 65th birthday. Benefits are payable from the 121st day of illness or injury. The benefit level is 67% of the employees' gross monthly earnings up to the first \$2000 per month and 50% of the excess per month. So if someone made \$3000 per month their benefit would be 67% of \$2000.00 (\$1340.00) plus 50% of \$1000.00 (\$500.00) for a total benefit of \$1840.00 tax free per month.

Extended Health Care

The following items are covered under the EHC plan:

Prescription Drugs: 90% coverage of prescriptions drugs listed on the Assure National Formulary and 50% of prescription drugs not listed on the Assure National Registry.

Semi-private room coverage and if required by the attending physician a private hospital room: 100% additional costs.

Ground Ambulance: 100%

Emergency Air Transportation: 100%

Medical Equipment: subject to the list of items covered by the Plan, 100%

Orthopaedic supplies: Purchase of one pair of custom designed orthopaedic shoes from a recognized supplier each calendar year. Purchase of custom-made orthotic or arch supports, to a maximum of \$200 per calendar year.

Hearing Aids: Purchase and installation of a hearing aid: \$700 per person in any 5 year period. Check the PVS section of the Plan to see about a 10% discount on hearing aids and devices.

Professional Practitioner Services

Maximum of \$500 per person each calendar year for the following practitioners:
Naturopaths, Licensed Physiotherapists, Chiropractors, Christian Science practitioners,
Osteopaths, Podiatrists or chiropodists, Qualified Acupuncturists, Audiologists,
Registered Massage Therapists.

Maximum of \$600 per person each calendar year for the following practitioners:
Licensed Clinical Psychologists, and Licensed Speech Therapists.

Eye Exams: \$75 per adult person in any 24 month period and \$75 per child in any 12 month period.

Out-Of-Province/Out-of-Country: see Plan text.

Preferred Vision Services Discount: discounts of up to 20% for eyewear and Lasik eye surgery. See the PVS section of the Plan for details.

APPENDIX "B"

B-1 Classifications and Hourly Rates of Pay

	Current	May 1/23	May 1/24	May 1/25
		2%	2%	2%
<u>Press Operator/Bindery</u>				
Start new employee		PMW + \$1.00	PMW + \$1.00	PMW + \$1.00
Current Employee	\$23.06	\$23.52	\$ 23.99	\$24.47
<u>Bindery</u>				
Start new employee		PMW + \$1.00	PMW + \$1.00	PMW + \$1.00
Current Employee	\$14.15	\$16.30	\$16.30	\$16.30
<u>Graphic Designer</u>				
Start new employee		PMW + \$1.00	PMW + \$1.00	PMW + \$1.00
Current Employee	\$21.50	\$21.93	\$22.37	\$22.82
<u>Sales Representative</u>				
Start new employee		PMW + \$1.00	PMW + \$1.00	PMW + \$1.00
Current Employee	\$25.34	\$25.85	\$ 26.36	\$26.89
<u>Office Manager</u>				
Start new employee		PMW + \$1.00	PMW + \$1.00	PMW + \$1.00
Current Employee	\$20.99	\$21.41	\$21.84	\$22.27

***PMW - Provincial Minimum Wage, Employer may increase upon hiring.

B-1.01 Press Operator/Bindery

Incumbent Press Operator will perform binder duties when little to no press work is available and on an as needed basis.

- B-2** Job descriptions including qualifications will be developed by the Employer and provided to the Union within ninety (90) days of ratification of this agreement. The Union will have sixty (60) days to respond to the Employer on whether it has concerns regarding the qualifications required for the job description duties. These time lines may be extended by mutual agreement of the parties. If the parties cannot reach a mutually agreeable resolve to the qualifications required, the matter will be referred to arbitration under Article 16 of this collective agreement. Any changes after the initial setting of qualifications, will be submitted by the Employer to the Union for review and if mutual agreement cannot be reached, the same process will be followed as above.
- B-3** At no time shall anyone in the bargaining unit be paid less than \$1.00 per hour above the minimum wage in the Province of Manitoba.

APPENDIX "C"

HARASSMENT/ABUSE POLICY

POLICY

The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and will not be tolerated.

The purpose of this policy is to:

- (a) foster a positive work environment;
- (b) promote awareness of each person's responsibility to treat others with dignity and respect in the workplace by refraining from behaviour that constitutes harassment;
- (c) prevent harassment from occurring, stop it where it has occurred, and ensure that it does not occur again;
- (d) provide a special procedure for resolving harassment complaints; and
- (e) inform employees of their rights and responsibilities under this procedure.

DEFINITIONS

- (a) Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual.
- (b) Without limiting the foregoing harassment includes discrimination based on ancestry, including colour and perceived race; nationality and national origin; ethnic background or origin; religion or creed; age; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender determined characteristics; sexual orientation; marital or family status; political belief, association or activity; physical or mental disability; conviction for an offense for which pardon has been granted.

- (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by the individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions.

EMPLOYEE RIGHTS

The Employer's policy recognizes the right of employees:

- (a) to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal;
- (b) to be represented and accompanied by a person of their choice during the interviews related to their complaint;
- (c) to ensure that their written complaint, or written comments related to the fact that they have lodged a complaint, be excluded from their personnel files; and
- (d) to be kept informed throughout the process.

EMPLOYEE RESPONSIBILITIES

The Employer's policy with respect to employee responsibilities provides for employees:

- (a) to make known, if possible, their disapproval or unease to the offending individual immediately;

- (b) to seek assistance immediately from the Employer and the Union if the above measures are not successful or circumstances make it difficult to take these measures;
- (c) if lodging a complaint, to describe in writing as clearly as possible the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and
- (d) to cooperate with all those responsible for dealing with the investigation of the complaint.

RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST

The person against whom a complaint has been lodged is entitled:

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a person of their choice during the interviews related to the complaint;
- (d) to receive fair treatment in an environment free of harassment and discrimination; and
- (e) to be kept informed throughout the process.

CORRECTIVE MEASURES

Where harassment has occurred corrective measures may include:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) employee assistance services for the harassed or the harasser or both;
- (d) awareness sessions, training or counselling for supervisors and/or other employees;
- (e) directed changes to relationship practices or styles in the workplace;

- (f) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- (g) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

EXHIBIT ONE



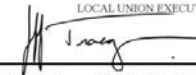
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **Allegra Marketing** contain the following statements:

"The Employer recognizes the Union as the sole bargaining agency for all employees of the Employer employed in Manitoba except the "President" of the Company. All such eligible employees shall become and remain members of the Union as a condition of employment. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff."

"Regular dues, initiation fees and assessments shall be deducted from each employee as authorized by the Union, and forwarded to the Union office by the Employer within fifteen (15) calendar days following the month in which such deductions were made and shall be accompanied by a monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction."

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)
COMPANY NAME	FACILITY NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYEE NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>		
				CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
<small>I hereby declare that the information provided in this application is true and correct. I agree that all monies paid by me shall be forfeited and I agree to be represented by the United Food & Commercial Workers International Union for the purposes of collective bargaining and handling of grievances. I agree to be bound by the policies and procedures of the Union. I agree to be bound by the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union. I agree that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
					

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.