

**ARAMARK CANADA LTD.**  
**Refreshment Services**

FROM: October 1, 2019  
TO: September 30, 2022

# 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". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832



**ARAMARK CANADA LTD.  
(Refreshment Services)**

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**EXP: SEPTEMBER 30, 2022**

**AGREEMENT BETWEEN:**

**ARAMARK CANADA LTD. (Refreshment Services)**, in the City of Winnipeg, in the Province of Manitoba, 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 co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and employees covered by this Agreement, to provide machinery for the prompt, fair and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.**

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of ARAMARK Canada Ltd. (Refreshment Services), in the City of Winnipeg, in the Province of Manitoba, employed in the classifications listed in Appendix B-1 or any newly created or amended classification that may be developed in the future which generally fit with the classifications that currently exist in Appendix B-1. This does not include the manager, two (2) supervisors and office/clerical staff not identified above.

## **ARTICLE 2            DEFINITIONS**

2.01            **Full-time Employee**: a full-time employee shall be a person who is normally scheduled to work forty (40) hours every week.

2.02            **Part-time Employee**: a part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per week.

2.03            **Masculine or Feminine Gender**: when the masculine is used it shall also mean the feminine gender and vice versa, wherever applicable.

2.04            **Plural and Singular**: where the plural is used it shall also mean the singular and vice versa, wherever applicable.

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**

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.

2.08            **Spouse**

The meaning of the word "spouse" shall include a person of the same or opposite sex and common-law relationships where the people have cohabited for a period of one (1) year or more.

## **ARTICLE 3            UNION SHOP**

3.01            The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union paying Union dues. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members shall be eligible for membership in

the Union and shall make application on the official Membership Application form within ten (10) calendar days of date of hire or rehire and become members within thirty (30) calendar days.

3.02 The Employer agrees to provide new employees and rehired employees at the time of employment with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.

3.03 The Employer agrees to forward Exhibit One, duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

3.04 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers, of all employees **in the bargaining unit who have** terminated their employment during the previous month.

**Upon written request, the Employer shall provide to the Union a list of employees who have retired, laid off, on leave or on sick leave.**

3.05 The Employer agrees to provide the Union with the employee's name, **employee number**, address, phone number, classification, **status** and rate of pay, on a quarterly basis.

#### **ARTICLE 4 DEDUCTION OF UNION DUES**

4.01 The Employer agrees to deduct from the wages of employees, the Union dues, initiation fees and assessments levied by the Union. Union dues shall be deducted from the employees' bi-weekly **pay**. If a full-time employee is on vacation, such deduction will be made from the employee's vacation pay.

4.02 In the case of a new employee, the initiation fee **and Union dues** shall be deducted from their first regular **pay**. Thereafter, Union dues shall be deducted in accordance with **sub-article** 4.01.

4.03 Monies deducted pursuant to **sub-articles** 4.01 and 4.02 above, shall be remitted **electronically** by the Employer to the Secretary-Treasurer of the Union by the 10<sup>th</sup> day of the month following the month in which the deductions were made. At the same time the Employer will provide **an electronic** statement showing the names and Social Insurance Numbers of employees from whose pay a deduction was made and the amount of the deduction.

4.04 The Secretary-Treasurer of the Union shall notify the Employer in writing of the amount of Union dues and initiation fees and shall notify the Employer, **within thirty (30) calendar days**, of any changes in these amounts during the term of this Collective Agreement.

4.05 The Union agrees to indemnify and save harmless the Employer from any and all claims, suits, judgments, attachments and from any form of liability arising from or as a result of the deduction of such dues in accordance with the foregoing authorization, and the Union will refund direct to any employee from whom a wrongful deduction has been made.

4.06 Each year the Employer will calculate the amount of Union dues deducted from the employees' pay and shall indicate same on the T-4 slip of each employee no later than February 28<sup>th</sup>.

## **ARTICLE 5 HOURS OF WORK**

5.01 The normal work day shall consist of eight (8) hours of work except for a meal break, and the normal work week shall consist of forty (40) hours of work. This shall not constitute a guarantee of hours of work.

### **5.02 No Split Shifts**

The Employer agrees that there will be no split shifts, unless the employee agrees to do so.

5.03 The Employer agrees to offer part-time employees to work the normal hours of work that become available because of a temporary absence due to vacation or illness of another employee within the bargaining unit.

5.04 In a week in which one or more **General Holidays** occurs, the normal work week for full-time employees shall be reduced by eight (8) hours for each holiday, as defined in the General Holidays **Article** of this Agreement. Any full-time employee, whose work week is reduced by eight (8) hours for each of the holidays observed, shall nevertheless be paid their full forty (40) hour work week as if they had worked the whole week.

### **5.05 Posting Work Schedule**

Work schedules shall be posted in the unit. Employees shall be notified of schedule changes, subject to **sub-article 5.06 - Notice of Shift Change**, by the Branch Manager or Supervisor.

5.06                    **Notice of Shift Change**

The schedule for employees may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given.

5.07                    **Time Clock/Sheets**

The Employer shall provide either a time clock or time sheets to enable employees to record their own time for payroll purposes. Employees should record their own time at the time they start and finish work and at the time they commence and return from meal periods. Where time sheets are used, the employees will record their time in ball point pen. Time sheets shall be in a form mutually agreed upon. Union Representatives shall be entitled at any time to examine time records for the purpose of overseeing that the Union Agreement is being implemented. Each employee shall be required to sign their time sheet at the end of each week and record their time as indicated above.

5.08                    **Emergency Pay**

In the event of a major snow storm, any employee who reports late for work, but in any event within the first two (2) hours of their scheduled shift, shall receive pay for the full shift. It is understood that overtime rates of pay will not apply until the employee has completed eight (8) working hours.

**ARTICLE 6                    MEAL AND REST PERIODS**

6.01                    **Meal Periods**

- (a) A person working a daily shift of five (5) hours or more will have one (1) thirty (30) minute uninterrupted meal period, without pay.
- (b) There shall be no exceptions to the meal period unless otherwise mutually agreed to between the employee concerned and their Component Manager.
- (c) Times at which meal periods are taken shall be scheduled by the Branch Manager or Supervisors, but they shall endeavour to schedule the meal periods so that they occur in the middle of the employee's shift, as far as that is possible and as is consistent with the Employer's operation.

6.02

**Rest Periods**

- (a) A person working a daily shift of three (3) hours or more but less than five (5) hours will receive one (1) fifteen (15) minute uninterrupted rest period with pay.
- (b) A person working a daily shift of five (5) hours or more but less than seven (7) hours will receive one (1) fifteen (15) minute uninterrupted rest period with pay which shall be in addition to the thirty (30) minute uninterrupted meal period without pay that is provided for in **sub-article** 6.01 above.
- (c) A person working a daily shift of seven (7) hours or more will 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 **sub-article** 6.01 above. One (1) rest period shall be granted before the said meal period and one (1) rest period shall be granted after the said meal period.
- (d) Employees shall make reasonable efforts to take their rest periods between one (**1**) hour of their start time, meal break and finish time. If this is not possible they may combine their rest periods with their meal break. Where this occurs the employee will duly note it on the time sheet. On days where employees combine their breaks there are to be no additional breaks taken during any part of their regular shift. Should they be found to have taken additional time they may expect to be disciplined.
- (e) Meal breaks scheduled shall be inclusive of travel time.

6.03

If an employee is unable to take their meal/rest period within the time frames set out above, they are to contact their manager when they first become aware of the problem. If the manager is unable to reschedule the break period, the employee may:

- (a) be authorized to work overtime if their break period cannot be taken before the end of their shift, or
- (b) be authorized to leave work early by the amount of the break time missed.

It will be at the sole discretion of the manager as to which option is taken.

6.04 If, for personal reasons an employee would like to combine the breaks or leave early, a request to do so must be submitted to the manager, in advance, for their approval.

6.05 If an employee is required to work overtime at the completion of an eight (8) hour shift and if the Employer does not schedule a meal period without pay, then the employee shall be scheduled a fifteen (15) minute rest period with pay, within one-half (½) hour of the end of the first shift, providing the overtime is for two (2) hours or more.

## **ARTICLE 7      CALL-IN TIME**

7.01 No full-time employee shall be scheduled or called in to work less than eight (8) hours in any one (1) day, unless in the case of overtime call-in. If required to work less than eight (8) hours, the employee shall nevertheless be paid for an eight (8) hour shift.

7.02 No full-time employees shall be called in to work on their day or days off for less than four (4) hours in any one (1) shift. If required to work less than four (4) hours, said employee shall nevertheless be paid for four (4) hours at the appropriate rate of pay.

7.03 No part-time employee shall be called in to work less than four (4) hours in any one (1) shift. If required to work less than four (4) hours, the employee shall nevertheless be paid for a four (4) hour shift.

7.04 Employees are not permitted to perform any work other than that assigned by the Employer during working hours, or while on Employer premises.

7.05 An employee who is unable to report to work shall ensure that the Employer is notified at least one (1) hour before the beginning of their shift, except for good and sufficient cause.

7.06 Employees shall keep the Employer informed of their latest address and telephone number.

## **ARTICLE 8      OVERTIME**

8.01 All time worked in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, or on an employee's scheduled day off, shall be paid for at a rate of time and one-half (1 ½) the employee's regular hourly rate.

8.02 Overtime shall be by mutual consent and where practical, shall be offered to the most senior employee on the shift first, and thereafter in decreasing order of seniority, provided the employee has the knowledge, skill and ability to perform the normal requirements of the job. If no senior employee wishes to accept the overtime, then management will assign the job function by reverse order of seniority to such other employee who is available and who has the knowledge, skill and ability to perform the normal requirements of the job.

8.03 Any employee scheduled to work on Sunday, which is not part of their regular work week, shall be paid at one and one-half (1½) times their regular hourly rate of pay for all hours worked and such payment shall constitute the total payment required.

8.04 It is understood and agreed, however, that should an employee's normal work week encompass a Saturday and/or Sunday, those days shall be deemed to be non-premium rate working days and the employee's sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day following their fifth (5<sup>th</sup>) day worked in seven (7) shall be deemed to be payable at time and one-half (1½).

8.05 Compensating time off shall not be given in lieu of overtime, unless such compensating time off equalling the applicable overtime rates is mutually agreed to by the Employer and the employee.

8.06 There shall be no pyramiding or duplication of bonuses or benefits found in this Agreement.

**ARTICLE 9            GENERAL HOLIDAYS**

9.01 The following days shall be recognized and considered as paid **General Holidays** for which regular full-time employees shall suffer no reduction in pay if not required to work:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Louis Riel Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Terry Fox Day  |                  |

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal government, provided that, when any of the above holidays fall on the Sunday, the day substituted by the client shall be observed. And further provided

that any individual employee affected shall have worked their last assigned hours immediately before and their first assigned hour immediately after, any one of the above holidays, unless one of the said days was their regular assigned off-duty day. Any employee who is absent from work on an authorized paid leave of absence, Union leave or vacation on the day before or on the day after a **General Holiday** shall still receive the general holiday pay.

9.02 In addition to the General Holidays referred to in **sub-article** 9.01 above, all employees shall be entitled to take a floating holiday once per calendar year. Said floating holiday shall be taken at a time during the calendar year that is mutually agreeable between the employee and the Employer. In order to avail themselves of the floating holiday, the employee will make a request in writing at least twenty-one (21) days in advance of the anticipated date of absence. The Employer agrees to honour such request, provided that operations are not unduly affected. The date of the floating holiday will not be changed, except in emergency circumstances.

9.03 Any employee working on a **General Holiday**, as designated in Article 9 - General Holidays of this Agreement, shall be paid at the regular hourly rate they would have received had they not worked, plus an additional time and one-half (1 ½) said hourly rate for all time required to be on duty.

9.04 **All part-time employees shall receive General Holiday pay in an amount of five (5%) per cent of their total gross earnings (excluding overtime) four (4) weeks immediately prior to the General Holiday.**

9.05 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each general holiday, **including** premiums.

9.06 In no event will an employee who has been laid off for **four (4) consecutive weeks or more due to** lack of work receive payment for any General Holiday which occurs during the period of layoff.

## **ARTICLE 10            WAGES/NEW CLASSIFICATIONS**

10.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as per Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's weekly or hourly wages are higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual.

10.02 If a new classification is created by the Employer within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement.

## **ARTICLE 11 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS/PERMANENT TRANSFERS**

11.01 In the event that an employee is temporarily or permanently assigned to a higher rated classification the employee shall receive the top rate of pay for the classification to which they have been assigned, with that rate being retroactive to the time they commenced working in the higher rated classification.

11.02 Any employee who successfully bids into a higher rated classification, shall be placed at the increment level in their new classification which is the next highest to the employee's previous rate of pay.

11.03 Any employee who is temporarily or permanently assigned to work in a lower paying classification will not have their hourly rate of pay reduced during this time period. **Said employee shall be considered overscaled and shall be paid no less their current hourly rate of pay until such time as they are no longer employed by the Employer or until such time as they have been permanently assigned to a classification that provides for an hourly rate of pay that exceeds the overscaled hourly rate of pay that was being paid to them.**

## **ARTICLE 12 PREMIUM PAY**

### **12.01 Evening Shift Premium**

An employee working the majority of their shift between 4:00 p.m. and 6:30 a.m. shall receive a shift premium in the amount of fifty (50¢) cents in addition to their regular hourly rate of pay for all hours worked.

### **12.02 On-Call Premium**

Employees may be required to work on-call from time to time and will be rotated among Service to work such **on-call** shifts. On-call work will include Friday from **4:30** p.m. until Monday at 6:30 a.m. and Monday through Thursday from 5:00 p.m. until 6:30 a.m.

All employees who work on-call as per **sub-article 12.02** above shall be paid **one hundred and twenty-five (\$125.00) dollars** per weekend on-call and **thirty (\$30.00) dollars** per day for each weekday on-call.

### **ARTICLE 13           NEW CUSTOMER BONUS**

13.01           Employees shall be encouraged to participate in the Aramark's corporate Refreshment Services Employee Lead Incentive Program which is outlined in Appendix "C". This plan will not be reduced from its current benefit level for the duration of the agreement.

### **ARTICLE 14           EMPLOYEES' PAY DAY**

14.01           Each employee will be paid by direct deposit in a bank or financial institution of the employees' choice. The Employer **shall provide**, no later than the day before payday, a detailed paystub indicating all deductions made from the employee's pay, as well as the amount of net pay deposited into the employee's bank account.

14.02           The Employer also agrees to rectify any payroll mistakes and make the adjustments to the employees involved by the pay day following the one in which the error was made, or by the payday following the pay cut off day immediately after being advised of such error by an employee.

### **ARTICLE 15           NON-BARGAINING UNIT PERSONNEL/ TEMPORARY WORK IN THE BARGAINING UNIT**

15.01           All employees of the Employer who are excluded from the bargaining unit shall not perform any work that can be performed by **employees** of the bargaining unit unless in the event of an emergency situation (such as absenteeism, and/or severe snow storms) or the training or orientation of newly-hired employees (only for a reasonable training period).

### **ARTICLE 16           VACATIONS WITH PAY**

16.01           An employee with less than one (1) year of service by July 1<sup>st</sup> shall receive one (1) day for each month of work, up to a maximum of ten (10) working days' vacation with pay.

16.02 Vacations with pay shall mean the hourly rate of pay the employee is earning at the time vacations are taken.

16.03 Employees who have completed one (1) year's service with the Employer, prior to July 1<sup>st</sup>, but less than five (5) years' service shall receive vacation pay in the amount of four (4%) percent of their total earnings for the vacation period for which they have not received any vacation pay. Vacation entitlement is ten (10) working days.

16.04 Employees who have completed five (5) year's service with the Employer, prior to July 1<sup>st</sup>, but less than ten (10) years' service shall receive vacation pay in the amount of six (6%) percent of their total earnings for the vacation period for which they have not received any vacation pay. Vacation entitlement is fifteen (15) working days.

16.05 Employees who have completed ten (10) year's service with the Employer, prior to July 1<sup>st</sup>, but less than fifteen (15) years' service shall receive vacation pay in the amount of eight (8%) percent of their total earnings for the vacation period for which they have not received any vacation pay. Vacation entitlement is twenty (20) working days.

16.06 Employees who have completed fifteen (15) year's or more service with the Employer, prior to July 1<sup>st</sup>, shall receive vacation pay in the amount of ten (10%) percent of their total earnings for the vacation period for which they have not received any vacation pay. Vacation entitlement is twenty-five (25) working days.

16.07 The vacation period shall be from July 1<sup>st</sup> – June 30<sup>th</sup> of each year.

16.08 The Employer reserves the right to determine the vacation period for each employee, but agrees to follow the seniority provisions of this Agreement.

Employees shall sign the vacation schedule, for the period July 1<sup>st</sup> through September 30<sup>th</sup>, by March 1<sup>st</sup> of each year. Employees not completing the schedule by that date shall not be able to exercise their seniority in selection of vacation periods.

Requests for vacations made after March 1<sup>st</sup> must be made at least thirty (30) days in advance of the vacation period unless otherwise mutually agreed.

Employees shall exercise seniority with respect to one (1) two (2) week block of vacation time only during the months of June, July and August.

Employees are expected to take their vacation; however in the event an employee does not schedule or take vacation, effective three (3) months prior to the end of the vacation year, management reserves the right to schedule outstanding vacation at a time that is mutually agreeable to the employee and the Employer. If the outstanding vacation is not scheduled by management and an employee has not taken their full vacation entitlement by the end of the vacation year, the Company will payout any vacation balance on the first pay period in July of the next vacation year.

**16.09** When a **General Holiday** occurs during an employee's vacation period, the employee shall inform the Employer at least two (2) weeks in advance of their vacation period, as to whether they will be taking the pay or an extra day's vacation added to their vacation period.

**16.10** Employees with less than one (1) year of employment and whose employment is terminated, shall receive four (4%) percent of their total gross earnings for the period of time for which they have not received vacation pay.

**16.11** Employees with more than one (1) year's service and whose employment is terminated, shall receive vacation termination pay for the period they have not been compensated for in the amount of four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent, in accordance with their vacation entitlement.

**16.12** An employee's approved scheduled vacation dates will not be changed by the Employer without four (4) weeks' prior written notice, and in no event will they be changed by the Employer, if the employee produces evidence of more than fifty (\$50.00) dollars obligation committed prior to the four (4) weeks' written notice.

**16.13** Whenever requested in advance, vacation pay shall be paid to full-time employees no later than one (1) calendar week immediately preceding the beginning of the vacation period.

**16.14** If an employee who is entitled to sick leave benefits is hospitalized, is bed-ridden, or confined to their residence (verified by a physician) during their vacation period, they may have said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date, such date to be mutually agreed upon.

**16.15** A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

**ARTICLE 17            MANAGEMENT'S RIGHTS**

17.01            The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a)      maintain order, discipline and efficiency;
- (b)      hire, assign, direct, classify, transfer, demote, lay off, recall, suspend and discharge or otherwise discipline employees providing that a claim by an employee who has acquired seniority standing that they have been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c)      determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the service to be performed and the methods, procedures, facilities and equipment to be used in connection therewith; and
- (d)      make and enforce and alter from time to time reasonable rules and regulations to be observed by employees.

17.02            The Employer agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

17.04            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 18            PAYMENT FOR MEETING ATTENDANCE**

18.01            Time spent by employees at a meeting called by the Employer shall be considered as time worked.

18.02 Employees attending meetings called by the Employer immediately after their regular shift shall be paid overtime rates for time spent at such meetings.

18.03 Employees called back to attend meetings on a regularly scheduled work day or on a scheduled day off shall be paid a minimum of three (3) hours pay at straight time.

18.04 Employees voluntarily attending Employer sponsored seminars or training sessions on their regularly scheduled days off shall be paid for actual time spent at the seminar or training session at overtime rates.

## **ARTICLE 19 NO STRIKES OR LOCKOUTS**

19.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike, slowdown, sitdown, work stoppage either complete or partial, during the term of the Collective Agreement.

### **19.02 Conciliation**

The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

## **ARTICLE 20 UNION REPRESENTATIVE'S VISITS**

20.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations 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. Union Representatives agree to notify the Employer, or the Employer designate, upon arrival at the worksite. Such visits shall not unduly disrupt operations. If necessary, a Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward shall be considered as time worked.

## **ARTICLE 21 LEAVES OF ABSENCE**

### **21.01 Personal Leave**

Employees shall be granted a leave of absence without pay, but with a continuation of seniority accumulation, for a period of time not to exceed six (6) months (employees may request an extension to their leave of absence and the Employer shall not unreasonably deny such extension) for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Where possible, the employee shall give the Employer a minimum of two (2) weeks' notice when requesting said leave of absence.

### **21.02 Union Leave**

The Employer agrees to allow one (1) bargaining unit person at a time to have time off work without pay in order that they may attend **Union** meetings, educational meetings, conferences and conventions. The Union will give the Employer a minimum of two (2) weeks' notice in regard to such request to attend **Union** meetings, educational meetings, conferences and conventions. In order to minimize disruption to the Employer's operations, the Union agrees to **cooperate** with the Employer in circumstances which result in difficulties in granting said leaves of absence.

**When an employee requests time off for Union Leave, the Employer will pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leaves.**

### **21.03 Negotiations Leave**

The Employer shall allow time off, with pay **and benefits**, on the basis of one (1) employee for the purpose of attending on the Negotiating Committee.

### **21.04 Maternity Leave**

A female employee 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 work immediately following her maternity leave, she must make application, in writing, and give the Employer a minimum of four (4) 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.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the *Employment Insurance Act*.

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.

## 21.05 Parental Leave

### (A) Entitlements

Every employee

- (a) who,
  - (i) becomes the natural parent of a child, or
  - (ii) assumes actual care and custody of a newborn child, or
  - (iii) 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 **sixty-three (63)** weeks.

**(B) Commencement of Leave**

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 their parental leave is to commence.

**(C) Late Application for Parental Leave**

When an application for parental leave is not made in accordance with (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this **Article** for the full **sixty-three (63)** week leave period.

**(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, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

**(E) Employment Insurance Benefits**

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the *Employment Insurance Act*.

Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

Benefits provided for in this **Article** are in addition to any and all maternity leave benefits that are available to an employee.

**21.06 Parenting Leave**

Each employee shall be granted **three (3) days Parenting Leave** of absence with pay. Said employee shall also be entitled up to an additional seven (7) calendar days off without pay if they so desire. **Parenting Leave** shall be in addition to any parental leave the employee may be entitled to.

## 21.07 Family Responsibility Leave

In the event of a serious medical injury or illness occurring to an employee's spouse, parent, child or other dependant, substantiated by medical documentation, the employee may request, and if so shall be granted, a leave of absence or absences with pay which shall not exceed **five (5)** working days in total per calendar year. The leave of absence shall be paid out of the employee's sick bank if the employee has sick time accumulated at the time of the leave of absence. The purpose of this shall be to enable employees to attend to the needs of their ailing relative or dependant. Except for cases of emergency, employees will be required to give the Employer forty-eight (48) hours' notice.

## 21.08 Jury Duty/Selection

Employees summoned to Jury Duty/**Selection** shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury Duty for the rest of the day or days and fails to report back to work, or if Jury Duty occurs on the employee's scheduled day off.

## 21.09 Witness Fees

Employees required to appear in Court as a witness on behalf of the Employer or the Crown in matters relating to their employment, will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days.

## 21.10 Bereavement Leave

- (a) Employees will be granted time off work with pay of **five (5) non-consecutive** scheduled work days in the event of death in their immediate family.
- (b) Length of such time off shall be mutually agreed upon between the Employer and the employee.
- (c) The term "immediate family" shall mean spouse, including common law spouse, parent (including foster and step), child, **foster child**, brother or sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, step-daughter, step-son, step-sister and step-brother.

- (d) Employees will be granted one (1) day off, with pay, in the event of a death of a relative not specified above, or in the event of the death of a close friend living in the same household as the employee.
- (e) Additional time off without pay for bereavement purposes may be granted by mutual agreement between the Employer and the employee concerned.

#### 21.11 **Compassionate Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences, which shall not exceed 28 weeks in total, in accordance with *The Employment Standards Code, CCSM c E110* and its regulations as amended from time to time. Said compassionate care leave shall be consistent with Employment Insurance regulations.

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 **sub-article 21.10** of **this** Collective Agreement.

#### 21.12 **Interpersonal Violence Leave**

**Employees who have been employed for ninety (90) days and who are victims of domestic violence, sexual violence and/or stalking shall be entitled to Interpersonal Violence Leave with pay as provided in *The Employment Standards Code (Manitoba)* and Regulations.**

**Employees may use Interpersonal Violence Leave to:**

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;**
- (b) obtain services from a victim services' organization;**
- (c) obtain psychological or other professional counselling;**
- (d) temporarily or permanently relocate to a safe place;**
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the interpersonal violence.**

There are two (2) parts to Interpersonal Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid to a maximum of five (5) days of Interpersonal Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.

An employee wishing to take Interpersonal Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee taking Interpersonal Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Interpersonal Violence Leave.

Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

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.

#### **21.13                    Protected Leaves**

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code (Manitoba)* and Regulations. Such leaves include but are not limited to:

- (a) Family Leave
- (b) Long Term Leave for Serious Injury or Illness
- (c) Leave Related to Critical Illness of a Child
- (d) Leave Related to Critical Illness of an Adult
- (e) Leave Related to Death or Disappearance of a Child
- (f) Leave for Organ Donation
- (g) Leave for Citizenship Ceremony
- (h) Leave for Reservists

**21.14                    Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referring to in this Article shall be made in writing. **The Employer's decision shall be in writing as soon as reasonable amount of time**

**21.15                    The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and upon payment of the full cost by the employee.**

**ARTICLE 22            PROBATION PERIOD**

**22.01                    Newly hired employees' first three hundred and twenty (320) hours worked shall be their probationary period and said employee shall not attain seniority until the expiration of the probationary period when the employee's seniority shall then be dated back to the employee's last date of hiring.**

**22.02                    A probationary employee shall not have access to the grievance and arbitration procedure with regard to their termination and it is understood and agreed that the decision whether to retain or terminate a probationary employee is at the sole discretion of the Employer.**

## **ARTICLE 23      SENIORITY**

**23.01**                      Seniority shall be defined as the length of service with the Employer in the bargaining unit and shall accrue from the last date of hire, upon completion of the established probationary period.

**23.02**                      Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

**23.03**                      An employee shall lose all seniority rights and shall be deemed to have terminated their employment if they:

- (a) voluntarily leave the employ of the Employer;
- (b) are discharged or terminated and not reinstated through the grievance and arbitration procedure;
- (c) are laid off for more than twelve (12) calendar months;
- (d) do not report to work for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee. Sickness, injury and/or inability to communicate with the Employer shall be considered satisfactory reason. The Employer, before accepting sickness, injury or inability to communicate as a valid reason, reserves the right to obtain reasonable proof of same;
- (e) fail to return to work on expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was given;
- (f) fail to return to work within seven (7) calendar days after being recalled from layoff by notice **received** by registered mail.

**23.04**                      Seniority shall be the governing factor in choice of vacation.

**23.05**                      Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher paid classification, providing the employee involved has the ability to perform the normal functions of the job, after a reasonable familiarization period.

**23.06** In the case of a work shortage requiring a layoff or reduction to part-time, reverse order of seniority shall be the governing factor provided that the employees retained possess the ability and qualifications required to perform the remaining work available, after a reasonable familiarization period.

**23.07** When recalling employees to work after a layoff, they shall be recalled in reverse order to that in which they are laid off providing they possess the qualifications, experience, and are willing to do the work available.

**23.08** An employee who is laid off for lack of work shall have the right to exercise seniority in another classification providing they have the ability to perform the normal functions of the job, after a reasonable familiarization period.

**23.09** Employees promoted outside the bargaining unit, shall be on probation in this position for a period of ninety (90) calendar days. If before ninety (90) calendar days the employee is found unsatisfactory, or if the employee decides that they no longer wish to be outside the bargaining unit, they shall be transferred back to the position from which they were promoted without loss of seniority, wages and benefits.

**23.10** A part-time employee shall not be entitled to exercise their seniority against a full-time employee if the consequences of doing so result in the change of status of the full-time employee.

**23.11** The Employer agrees to give two (2) weeks' notice or two (2) weeks' pay in lieu of notice when changing an employee's status from full-time to a part-time basis.

**23.12** Daily available hours of work (which shall not include hours worked by full-time employees), will be given to part-time employees on the basis of seniority, provided the employee has the ability to do the normal functions of the job.

**23.13** No new full-time employees shall be hired by the Employer as long as there are qualified part-time employees who are available and willing to perform the work required, or as long as there are employees who are on layoff status who are able and willing to perform the work required.

**23.14** The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement.

## **ARTICLE 24            JOB POSTING**

24.01            When a job becomes vacant or a new position is created within the bargaining unit, the Employer agrees to post the job for bidding in all locations covered by this Agreement within five (5) working days of the vacancy or new position occurring. Employees will have five (5) working days from the date of posting to submit their bid in writing to the Employer. The job shall be awarded according to the seniority provisions of this Agreement within a further five (5) working days. If the job is not awarded according to seniority, the Employer shall inform the Union in writing of the reason for same. The Employer shall have the right to fill any position temporarily, pending the results of job posting. **The Employer shall fax or e-mail a copy of the job posting to the full-time Union Representative at the same time that it is posted.**

**Employees on an approved leave of absence shall be eligible to apply for the job posting while on leave. The employee may provide the Employer with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their absence. The Employer shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.**

24.02            The Employer shall give first consideration to the bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the bargaining unit pursuant to the provisions of this **Article**.

### 24.03            **Job Description and Qualifications**

**Upon request**, the Employer shall provide the Union with job descriptions for all current classifications now working at any of the locations covered by this Collective Agreement. The Employer shall also provide the job qualifications required in order to obtain this job during the job posting periods. The job descriptions will clearly point out the duties and responsibilities required of an individual filling such job and will also point out the exact minimum qualifications required in order to obtain such job. If the Union has such concerns with the job description or qualification, they shall inform the Employer within thirty (30) days of receipt. A meeting will take place to discuss the job descriptions between the Employer and the Union and if no mutually acceptable solution can be found, the matter may be referred by either party to arbitration as per Article 28 of this Collective Agreement. During the creation of the new job classification, the above noted process will be followed.

## ARTICLE 25 HEALTH AND WELFARE

25.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

## ARTICLE 26 CASH SHORTAGES

26.01 Cash or merchandise shortages due to employee negligence or fraud shall be subject to disciplinary action by the Employer up to and including discharge. **No employee shall be required to make up cash or merchandise shortages.**

## ARTICLE 27 DISCIPLINE/DISCHARGE

27.01 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action unless they are a danger to themselves or others.

The employee will be accompanied by a full-time Union Representative unless the employee clearly indicates, in the presence of a Shop Steward, that the employee does not wish such representation. The Employer agrees to contact the Union Representative to establish an appropriate time, date, and location for this meeting. All parties agree to meet within forty-eight **(48)** hours of the incident which gave rise to the disciplinary matter. Employees shall be notified in writing of the grounds for discipline or discharge and the Union shall receive a copy of this notification **faxed or** emailed to the Union office within forty-eight (48) hours of the meeting. No discipline, or discharge will be valid unless the above-noted meeting takes place with the Union Representative present, unless the employee clearly indicates, in the presence of a Shop Steward, that the employee does not wish such representation.

27.02 Any employee who is called to a meeting regarding their layoff, demotion, reduction to part-time, reduction in hours of work, change in classification, change in job duties, and/or other matters which may affect their employment, will be accompanied at said meeting by a Union Representative, unless the employee clearly indicates in the presence of a Shop Steward, that the employee does not wish such representation.

27.03 When an employee is discharged from employment, or laid off, demoted or disciplined, the Employer agrees to give the reason in writing to said employee, with a copy faxed or **emailed** to the Union within twenty-four (24) hours.

27.04 The Employer also agrees not to discharge, discipline, transfer or lay off employees without just and sufficient cause.

27.05 In order for a disciplinary action or discharge to be valid, a copy of such notice must be **faxed or emailed** to the Union office. In addition, a copy must be given to the employee.

27.06 The Employer agrees that any disciplinary notice, shall be removed from the employee's personnel record after twelve (12) months provided no additional adverse reports for the same or similar offense are written within the twelve (12) month period. If any adverse reports are written within the twelve (12) month period, all adverse reports remain on file for a twelve (12) month period from the date of the latest report. Once removed, said **written** disciplinary notices cannot be referred to or used against the employee at a later date.

27.07 **Access to Employee's Personnel File**

Employees covered by this Agreement will have access to their own personnel file, upon request by the employee involved. It is understood that employees shall be entitled to obtain copies of all documents contained in their personnel file when requested and that an employee's reply to any document contained in their personnel file will also be placed in said employee's personnel file. The Employer agrees to keep only one (1) personnel file per employee.

**ARTICLE 28 ADJUSTMENT OF GRIEVANCES**

28.01 Any complaint, disagreement or difference of opinion between the Employer, 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.

28.02 Any employee, the Union or the Employer may present a grievance.

28.03 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.

28.04 Time limits as contained in this Article may be extended by mutual agreement.

28.05 All grievances at Step Two shall be presented in writing, stating the Article of the Collective Agreement said to be violated and the remedy sought.

28.06 In the event of the Employer or the Union presenting a grievance, the grievance procedure shall start at Step Two.

28.07 The procedure for adjustment of grievances shall be as follows:

**Step One:** The employee or the Union Representative or Shop Steward shall discuss the matter with the immediate supervisor.

**Step Two:** If a satisfactory settlement cannot be reached, the matter shall be taken by the Union Representative to the General Manager or Delegate within ten (10) working days of the meeting in Step One.

**Step Three:** 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 be referred to Arbitration in accordance with Article 29 - Arbitration.

## **ARTICLE 29          ARBITRATION**

29.01 **If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an Arbitrator. The parties shall attempt to agree upon the appointment of an Arbitrator to hear and determine the matters in dispute. If agreement cannot be reached within ten (10) calendar days in respect of the selection of an Arbitrator by the parties involved in the dispute, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.**

The Arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. The matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator.

The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

29.02 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.

**29.03** The **Arbitrator** shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the **Arbitrator** shall be governed by the provisions of this Agreement.

**29.04** 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.

**29.05** 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 they deem equitable.

**29.06** The findings and decisions of the **Arbitrator** shall be binding and enforceable on all parties involved.

**29.07** 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 Agreement.

**29.08** The expenses and fees of the **Arbitrator** shall be borne equally by the parties to the arbitration proceedings.

**29.09** 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.

## **ARTICLE 30      BULLETIN BOARDS**

**30.01** The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to

between the Employer and the Union and shall be situated in a prominent place. In client premises, the Employer shall ask permission of the client to install bulletin boards and if permission is granted, the foregoing shall apply.

## **ARTICLE 31      SHOP STEWARDS**

31.01                    The Employer agrees to recognize two (2) Shop Stewards appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented.

31.02                    The Employer agrees to allow the Shop Steward designated by the Union to wear shop steward badges while on duty, unless objections are raised by the owners or occupiers of the facilities in which the Employer's operations are located.

31.03                    The Union will provide a list of Shop Stewards indicating the name and unit number, when changes are made, and will **fax or email** same to the Employer's head office.

31.04                    The Employer agrees not to discriminate against any **employee** of the bargaining unit and/or Shop Steward, for exercising their right under the terms of the Collective Agreement and presenting grievances.

31.05                    The Union acknowledges that its **Shop** Stewards must continue to perform their regular duties and that so far as it is practicable, all **Union** activities will be conducted outside of regular working hours, and that:

- (a)    said employees will not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence; and
- (b)    said employees will report to their supervisor immediately upon return.

## **ARTICLE 32      UNIFORMS**

32.01                    When the Employer requires employees to wear uniforms, the Employer agrees to provide a minimum of five (5) shirts, three (3) pairs of pants, two (2) sweaters and two (2) pairs of shorts to each employee.

Replacement uniforms will be supplied by the Employer upon request of the affected employee, subject to approval by the Supervisor. Said request for replacement uniforms shall not be unreasonably denied.

The employees agree to launder the said uniforms and aprons, provided by the Employer.

32.02 Said uniform apparel shall be the property of the Employer and must be returned to the Employer upon termination.

32.03 The Employer will provide once per calendar year an allowance in the amount of one hundred and twenty-five (\$125.00) dollars for the purpose of purchasing appropriate footwear which must be worn by the employee at work. Employees shall present a receipt when claiming this allowance.

In the event that safety footwear, suitable to the needs of the employee, is provided by the Employer or reimbursed for by the Employer, this **sub-article** will be discontinued.

### **ARTICLE 33 HEALTH HAZARDS**

33.01 The Employer agrees to maintain working conditions which are conducive to the safety and health of employees.

33.02 The Employer will maintain adequate heating and lighting and agrees to maintain a safe work environment, both inside and outside the Employer's premises.

#### **33.03 Health & Safety Committee**

The Employer agrees to a joint Labour/Management Health & Safety Committee which shall meet monthly and shall conduct safety tours of the premises. The Committee shall be comprised of one (1) member chosen by the Union and one (1) management person.

33.04 All members of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-article 33.03 - Health & Safety Committee** above.

33.05 The Employer agrees to provide time off with pay (up to sixteen (16) hours per year) for the purpose of allowing members of the Health and Safety Committee to attend health and safety seminars. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off without pay may be granted to members of the bargaining unit if so requested by the Union, and operational requirements permit. Time off shall not be unreasonably denied.

33.06 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, an employee does not work, they shall not suffer a loss of pay.

33.07 The Employer agrees to abide by *The Workplace Safety and Health Act, C.C.S.M. c. W210* and its regulations as amended from time to time.

#### **ARTICLE 34 MEALS, AUTOMOBILES, TELEPHONES**

34.01 Employees required to operate Employer-owned automobiles shall be exempt during such requirement from the payment of automobile insurance premiums or portions thereof, deductibles, and repair costs resulting from collision or normal wear, under any conditions where the employee is found to be fifty (50%) percent or less at fault.

34.02 Employees required to operate Employer-owned automobiles shall be exempt during such requirement, from the payment of parking fines provided that the employee had parked the automobile properly, and within the law, in the first place.

34.03 **Employees required to pay for parking in the performance of their work duties shall receive a weekly allowance from the Employer in the amount of twenty-five (\$25.00) dollars. All unused portions of this allowance shall be returned to the Employer by the end of the work week, along with parking receipts/records for all used portions of the allowance. Any missing receipts/records shall be reimbursed by the employee.**

#### **ARTICLE 35 NOTICE OF LAYOFF/SEVERANCE PAY**

35.01 The Employer will give all affected employees in the bargaining unit, who have six (6) months' service or more, four (4) weeks' notice or four (4) weeks' pay in lieu of notice or the levels outlined in the *Employment Standards Code ESC CCSMcE110, 2007*, whichever provides the greater notice, in the event they are to be permanently laid off.

35.02 An employee whose employment is terminated as a result of the closing of the business, or any employee who is terminated because their job becomes redundant, or any employee who is terminated due to technological change, shall receive notice or pay in lieu of notice equal to one (1) week for each year of completed service to

- (a) a maximum of twelve (12) weeks or
- (b) the levels outlined in the *Employment Standards Code ESC CCSMcE110, 2007,*

whichever provides the greater notice.

**35.03** For the purpose of calculating one (1) week's pay for part-time employees, it is understood that one (1) week's pay shall equal two (2%) percent of a part-time person's total gross earnings for the twelve (12) month period immediately prior to the termination commenced.

### **ARTICLE 36 COURT'S DECISION**

**36.01** In the event of any Article or portions of this Agreement being held 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 37 CONTRACTING OUT**

**37.01** Except in emergency situations such as fire, flood, or like events, the Employer shall give two (2) months' notice to the Union before contracting out any bargaining unit work. Such notice shall state the reason for this proposed contracting out.

**37.02** **If it becomes necessary to contract out during the term of the Collective Agreement and where it directly results in the loss of any employee's employment the following principles shall apply:**

- (a) **The Union shall be provided with as much notice as possible, with a minimum of thirty (30) calendar days, and an opportunity to discuss any intent to contract out.**
- (b) **The Employer and the Union shall enter into discussions regarding the planned contracting out.**
- (c) **The parties agree to examine training opportunities to, if possible, avoid contracting out situations.**

## **ARTICLE 38 TRAVEL TIME DURING WORKING HOURS**

**38.01** Any employee who is transferred at the request of the Employer, from one location to another during working hours, shall be paid at their regular rate for all travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is not practical.

**38.02** No employee under this Agreement will be transferred to another location of the Employer outside of the bargaining unit.

**38.03** **Employees required to operate their own automobile to perform work for the Employer shall receive an allowance from the Employer in the amount of forty-seven (47¢) cents per kilometre after presentation of a travel record.**

## **ARTICLE 39 EMPLOYEE RIGHTS**

### **39.01 Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or handle goods produced in connection with a strike or lockout. Failing to cross a picket line or handle struck goods shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement provided the employee has contacted their supervisor to advise the Employer of this decision. The Employer is not required to pay wages to an employee for any period during which the employee exercised their rights under this **Article**. Nothing herein shall be deemed to prevent an employee from crossing the picket line and performing their normal duties.

## **ARTICLE 40 GROUP RETIREMENTS SAVINGS PLAN DEDUCTION**

**40.01** The Employer agrees to make payroll deductions from employees' wages for a Group Retirement Savings plan for employees who wish to contribute into a plan. 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.

**40.02** The Employer will contribute payment to an Employer Group Retirement Savings Plan in the amount of one (\$1.00) dollar per hour paid.

The employees will have the option to match the Employer's contribution on a voluntary basis through a payroll deduction administered by the Employer.

## **ARTICLE 41 NO DISCRIMINATION/HARASSMENT/ABUSE**

41.01 The Employer and the Union shall not discriminate against any employee on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activity.

41.02 The Employer and the Union agree that no form of discrimination, **abuse** or harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving discrimination, **abuse** or harassment shall be treated in strict confidence by both the Employer and the Union.

41.03 **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 shall not be tolerated.**

41.04 **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 (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted.**

41.05 **Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) 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 an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.**

41.06 **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.

**41.07** It is both the right and responsibility of any employee who believes that they have been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

**41.08** All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and shall be conducted as expeditiously as possible.

**41.09** Any employee who believes that they are being harassed and/or abused shall have the right to refuse to work with the alleged harasser and/or abuser pending determination of the investigation provided for under this Article. Under such circumstances, the alleged harasser and/or abuser shall be transferred.

**41.10** Any employee who, as a result of a full investigation is determined to be in violation of this Article, may be subject to disciplinary action. Such discipline may include a written reprimand, suspension or dismissal, and any such incident shall be documented in the harasser and/or abuser's file. No documentation whatsoever shall be placed in the complainant's file irrespective of whether or not the complaint has been upheld.

**41.11** Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the individual as a result of their having made a complaint or having provided evidence regarding a complaint.

**41.12** Grievances under this **Article** will be handled with all possible confidentiality and will commence at Step Two. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim, consistent with **sub-article 41.09** above.

## **ARTICLE 42           WORKERS COMPENSATION BENEFITS**

42.01           Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but were unable to work because of the injury and/or illness.

## **ARTICLE 43           LABOUR/MANAGEMENT RELATIONS**

43.01           A Labour/Management Relations Committee shall be appointed, consisting of a maximum of two (2) employees from the Union, and a maximum of two (2) representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. The Committee shall meet at the request of either party or, if necessary, a minimum of twice per calendar year, for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this Committee shall be considered as time worked and shall be paid for by the Employer. The Committee shall not have jurisdiction to interpret and/or amend the Collective Agreement.

43.02           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 Employer shall fax or email a copy of such minutes to the Union Office within fourteen (14) calendar days of completion of the meeting. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 44           EXPIRATION AND RENEWAL**

44.01           This Agreement shall be effective from **October 1, 2019**, and shall remain in effect until **September 30, 2022** 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 one year renewal date, give notice in writing to the other party of a desire to terminate this agreement or to negotiate a revision thereof. All major revisions desired by either party to this Agreement shall be submitted in writing to the other party prior to commencement of negotiations.



## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Paid Sick Leave

A-1.01 Sick leave year will be from January 1 to December 31.

After three (3) months of employment, new employees shall accumulate one (1) day of paid sick leave for each month in which they work and/or are paid one hundred and ten (110) hours or more, up to a maximum of ten (10) non-accumulative sick days per sick leave year for sick leave not covered by the Wage Continuation Plan.

After one (1) year of employment, employees working one hundred and ten (110) hours or more per month are eligible for ten (10) non-accumulative sick days per sick leave year not accumulated by the Wage Continuation Plan.

A-1.02 An employee will give at least one (1) hour's notice to the Employer when said employee is unable to report for work due to illness, except for good and sufficient cause.

A-1.03 An employee absent from work due to illness or accident will give the Employer notice of their intent to return to work by the closing time of the unit the day prior to the return date.

A-1.04 In January and July of each year, each employee in the bargaining unit will be notified in writing by the Employer of the total amount of sick leave credits they had accumulated at that time. A copy of this notification will also be sent to the Union office.

#### A-1.05 Medical Appointments

In the event that an employee requests time off for personal reasons such as a doctor appointment or a dentist appointment, etc., such request must be made in writing seventy-two (72) hours in advance, except in an emergency situation. Such emergency situation should be covered by a doctor's letter. Employees will be entitled to utilize accumulated paid sick leave for such personal reasons as outlined above and record hours off on the time sheet.

No employee shall be required to provide a medical certificate for illness in which they are off work for less than three (3) consecutive days unless the Employer has reasonable doubt to suspect abuse.

The Employer agrees to pay all fees for medical certificates where the Employer requires an employee to provide a medical certificate for an absence where the Employer has reasonable doubt to suspect abuse.

A-1.06 Employees who work and/or are paid for twenty (20) hours a week or more, participate in the Health and Welfare Program. It is understood that paid sick leave is pro-rated for part-time employees.

## **A-2 Wage Continuation Plan/Major Medical Plan/Accidental Death, Dismemberment and Loss of Sight Plan**

A-2.01 The employee agrees to maintain its present Wage Continuation Plan as outlined in the ARAMARK Canada Ltd. Employee Benefit Programme Booklet.

The Employer agrees to pay full cost of its Wage Continuation Plan.

A-2.02 The Employer agrees to maintain its present Major Medical Plan as outlined in the ARAMARK Canada Ltd. Employee Benefit Programme Booklet.

The cost of the Major Medical Plan will be shared equally between the Employer and the employee.

A-2.03 The Employer agrees to maintain its present Accidental Death, Dismemberment and Loss of Sight Plan as outlined in the ARAMARK Canada Ltd. Employee Benefit Programme Booklet.

The cost of the Accidental Death, Dismemberment and Loss of Sight Plan will be shared equally between the Employer and the employee.

### **A-2.04 Prescription Drug Card**

The employee major medical plan shall provide for a prescription drug card.

## **A-3 Life Insurance**

A-3.01 The Employer agrees to provide a Group Life Insurance Plan which provides for a benefit in the amount of ten thousand (\$10,000.00) dollars.

The cost of the Group Life Insurance Plan will be shared equally between the Employer and employees.

**A-4 Manitoba Food & Commercial Workers Dental Plan**

A-4.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-five (.35¢) cents **(forty-two (42¢) cents effective January 1, 2021)** per hour for all hours worked and/or paid in respect to all employees in the bargaining unit. Contributions shall include vacation pay, sick pay, weekly indemnity benefits, and **General Holiday** pay.

A-4.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-4.03 The Employer agrees to comply with all requests of the Board of Trustees in regard 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.

**A-4.04 A future increase of up to two (2¢) cents per hour per year over the term of the Collective Agreement shall be made, if determined necessary by the Board of Trustees to fund the existing level of benefits.**

**A-5 Canadian Commercial Workers Industry Pension Plan**

A-5.01 The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan the sum of twenty (20¢) cents per hour paid.

**In addition, employees will make contributions based on the number of years of continuous service in the Plan as set forth below, which contributions will be made by way of deductions from employees' pay:**

<b><u>Period of Continuous Service</u></b>	<b><u>Employee Contribution Rate</u></b>
<b>Less than two (2) years</b>	<b>Zero (0¢) cents per hour</b>
<b>Two (2) years but less than eight (8) years</b>	<b>Twenty two (22¢) cents per hour</b>
<b>Eight (8) or more years</b>	<b>Forty (40¢) cents per hour</b>

**In accordance with the Plan's governing documentation, employee contributions are to commence the earlier of:**

- (a) **the first day of the month following completion of two (2) years of continuance service with one or more participating employer; OR**
- (b) **January 1<sup>st</sup> of the year following two (2) consecutive calendar years if, in each of these calendar years, an employee has either:**
  - (i) **completed at least three hundred and fifty (350) hours of employment with one or more participating employers; or**
  - (ii) **earned at least thirty-five (35%) percent of the Year's Maximum Pensionable Earnings with one (1) or more participating Employer.**

A-5.02 For the purposes of A-5.01 above, hours paid means all hours worked **and/or** paid to all employees.

The maximum number of hours paid per week is the number of hours of the normal week of a full-time employee in the bargaining unit.

The said hours paid will include the hours paid by the Employer for the time not worked because of illness or accident, vacations, **General Holidays**, bereavement leave, jury duty, paid time for negotiations or grievance meetings, etc.

**A-5.03 Effective January 1, 2020, no contributions of any kind can be accepted by Canadian Commercial Workers Industry Pension Plan for;**

- (a) **employees age seventy-one (71) or older; OR**
- (b) **employees under age seventy-one (71), in receipt of a pension benefit from Canadian Commercial Workers Industry Pension Plan regardless of their retirement date.**

A-5.04 The Employer agrees to sign the "Participation Agreement" and supply any other documents, forms, reports, or information as required by the Trustees of the Pension Plan.

A-5.05 The Employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within fifteen (15) days following the end of each month.

A-5.06 The Employer agrees to comply with all requests of the Board of Trustees in regards to entry into the Plan, to abide by all the rules and decisions of the Board of

Trustees as decided from time to time, and specifically the pay late remittance penalties and any costs incurred by the Board of Trustees because the Employer failed to remit contributions in the form on the date required by the Trustees.

A-5.07 It is understood and agreed that the Employer fulfills its obligations under **Appendix A-5.01** by making the contributions referred to herein to the said Pension Plan. In all respects the benefits shall be administered in accordance with the rules and regulations of the Pension Plan and without limitation the obligations of the Employer shall in no manner whatsoever extend to the performance of the obligations under the said Pension Plan. It is also understood that the said pension plan shall not be or be deemed to be part of this Agreement and shall not be subject to the grievance procedure or to the arbitration provisions contained in this Agreement

**APPENDIX "B"**

**B-1 Classifications and Rates of Pay**

	Current	October 1 2019	October 1 2020	October 1 2021
		2.5%	1.25%	1.25%
<b><u>Driver</u></b>				
Start	\$16.50	<b>\$16.91</b>	<b>\$17.12</b>	<b>\$17.34</b>
6 months	\$16.89	<b>\$17.31</b>	<b>\$17.53</b>	<b>\$17.75</b>
12 months	\$17.28	<b>\$17.71</b>	<b>\$17.93</b>	<b>\$18.16</b>
18 months	\$17.66	<b>\$18.10</b>	<b>\$18.33</b>	<b>\$18.56</b>
24 months	\$18.02	<b>\$18.47</b>	<b>\$18.70</b>	<b>\$18.94</b>
<b><u>Warehouse</u></b>				
Start	\$14.65	<b>\$15.02</b>	<b>\$15.20</b>	<b>\$15.39</b>
6 months	\$15.07	<b>\$15.45</b>	<b>\$15.64</b>	<b>\$15.84</b>
12 months	\$15.49	<b>\$15.88</b>	<b>\$16.08</b>	<b>\$16.28</b>
18 months	\$15.90	<b>\$16.30</b>	<b>\$16.50</b>	<b>\$16.71</b>
24 months	\$16.31	<b>\$16.72</b>	<b>\$16.93</b>	<b>\$17.14</b>
<b><u>Service</u></b>				
Start	\$17.67	<b>\$18.11</b>	<b>\$18.34</b>	<b>\$18.57</b>
6 months	\$18.11	<b>\$18.56</b>	<b>\$18.79</b>	<b>\$19.03</b>
12 months	\$18.52	<b>\$18.98</b>	<b>\$19.22</b>	<b>\$19.46</b>
18 months	\$18.95	<b>\$19.42</b>	<b>\$19.67</b>	<b>\$19.91</b>
24 months	\$19.37	<b>\$19.85</b>	<b>\$20.10</b>	<b>\$20.35</b>

**B-2 Service Lead Hand/Driver Lead Hand Premium**

Any **Service** employee or **Driver** employee who performs lead hand functions shall receive an additional **fifty (50¢)** cents per hour for all such time worked.

**B-3 Incremental Increases**

Incremental increases are paid every six calendar months to each eligible employee until said employee has reached the top rate of pay for their respective classification.

**B-4 Retroactive Pay**

All employees shall receive full retroactive pay to **October 1, 2019** for all hours worked and/or paid. Retroactive pay shall be paid to all employees on the payroll at the time of Union ratification within four (4) weeks of ratification of this Agreement. Retroactive pay shall be shown separately and apart from their normal earnings on the employees pay stub.

## APPENDIX "C"

### Refreshment Services Employee Lead Incentive Program

C-1.01 An employee who is responsible for the signing of a new OCS lead will earn:

A grade account	\$200.00
B grade account	\$100.00
C grade account	\$50.00

Bonus will be paid after 13 weeks.

C-1.02 An employee who is responsible for the signing of a new vending lead will earn:

\$100,000+ annual volume	\$500.00
\$40,000 - \$100,000 annual volume	\$300.00
Less than \$40,000 annual volume	\$100.00

Bonus will be paid at installation based on proformed sales.

### How It Works

1. For every lead that is generated, the employee is to complete the top copy of the Employee Lead Incentive form and submit it to their Manager.
2. The Manager will forward the lead to the appropriate Sales Consultant and keep a copy of the form.
3. The employee and the Manager should follow up with the Sales Consultant for an update on the lead.
4. When the account closes, the Manager will provide the employee with the bottom copy of the form with their signature and the Sales Consultants signature.
5. The employees' incentive payment will be processed through payroll and all applicable taxes will apply.



## 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 No.832 and Aramark Canada Ltd. (Refreshment Services)** contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union paying Union dues. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application on the official Membership Application form within ten (10) calendar days of date of hire or rehire and become members within thirty (30) calendar days. The Employer agrees to provide new employees and rehired employees at the time of employment with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee. The Employer agrees to forward Exhibit One, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.”

“The Employer agrees to deduct from the wages of employees, the Union dues, initiation fees and assessments levied by the Union. Union dues shall be deducted from the employees' bi-weekly **pay**. If a full-time employee is on vacation, such deduction will be made from the employee's vacation pay. In the case of a new employee, the initiation fee shall be deducted from their first regular pay. Thereafter, Union dues shall be deducted in accordance with **sub-article 4.01**. Monies deducted pursuant to **sub-article 4.01** and 4.02 shall be remitted **electronically** by the Employer to the Secretary-Treasurer of the Union by the 10<sup>th</sup> day of the month following the month in which the deductions were made. At the same time the Employer will provide a statement showing the names and Social Insurance Numbers of employees from whose pay a deduction was made and the amount of the deduction.”

**Below is a sample Membership Application that must be completed immediately and returned to your Employer so it can be forwarded to UFCW Local No. 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.**

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (MM/YY)	PASS/BLANCH NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS		TYPE OF HIRE (DM/RY)		I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as appropriate. (Cross out not applicable if you do not agree.)	
COMPANY NAME	STREET ADDRESS	LOCAL/LOCATE	DEPARTMENT/NO.			
CLASSIFICATION	PHONE NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>		
I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for the handling of grievances and other matters relating to my employment with the United Food & Commercial Workers International Union as it may directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union. Any 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 set out 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.						
APPLICANT'S SIGNATURE	DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			
X						

Visit the Union's website @ [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-6882.