

COMPASS GROUP CANADA LTD.

FROM: May 1, 2020

TO: April 30, 2023

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



COMPASS GROUP CANADA, LTD.

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Employee's Personnel File	23.06	23
Adjustment of Grievances	24	23
Arbitration	25	24
Attending Seminars or Training Sessions	15.04	13
Basic Life Insurance, Accidental Death and Dismemberment	Appendix A-2	31
Bereavement Pay	18.18	17
Bulletin Boards	26	25
Call-in Time	7	6
Cash Shortages	22	22
Child Bearing Support Leave	18.15	17
Classifications and Wage Rates	Appendix B-1	36
Compassionate Leave	18.19	18
Contracting Out	33	28
Court's Decision	32	28
Deduction of Union Dues	4	3
Definitions	2	2
Demotion, Definition of	2.06	2
Education and Training Trust Fund	38	29
Eligibility for Benefits	Appendix A-1	31
Employment Insurance Benefits	18.12	17
Exhibit One	Form	38
Expiration and Renewal	40	30
Extended Health	Appendix A-3	31
Family Responsibility Leave	18.06	15
Full-Time Employee, Definition of	2.01	2
General Holidays	9	8
General	Appendix A-5	35
Health and Safety Committee	29.03	27
Health and Safety	29	26
Health and Welfare	21	22
Health and Welfare Benefits	Appendix A	31
Hours of Work	5	4
Job Posting	20.06	20
Joint Advisory Committee	39	30
Jury Duty	18.16	17
Layoff, Definition of	2.07	2
Lead Hand Premium	11.07	10
Leaves of Absence	18	14
Management Rights	14	12
Masculine or Feminine Gender, Definition of	2.03	2

Maternity Leave	18.07	15
Meal and Rest Periods	6	5
Medical Appointments	Appendix A-6	35
Midnight Shift Premium	11.06	10
Minimum Wage Gap Guarantee	Appendix B-1.02	37
Nature of the Bargaining Unit	1	1
Negotiations Leave	18.04	14
No Discrimination/Employee Harassment	35	28
No Split Shifts	5.02	4
No Strikes or Lockouts	16	13
Non-Bargaining Unit Personnel/Temporary Work in Bargaining Unit	12	10
Notice of Layoff	31	27
Notice of Shift Change	5.06	5
Overtime	8	7
Parental Leave	18.08	16
Part-time Employee, Definition of	2.02	2
Payment for Meeting Attendance	15	12
Personal Leave	18.03	14
Plural and Singular, Definition of	2.04	2
Posting Work Schedules	5.05	4
Probation Period	19	19
Promotion, Definition of	2.05	2
Registered Retirement Savings Plan Benefits	Appendix A-8	35
Relieving Rates/Temporary Assignments/Transfers	11	9
Reprimands	23	22
Retroactive Pay	Appendix B-1.03	37
Seniority	20	19
Shop Steward	27	25
Sick Leave Plan	Appendix A-4	34
Spouse, Definition of	2.08	2
Termination of Contract	36	29
Time Recording	5.07	5
Travel Time During Working Hours	34	28
Uniforms	28	26
Union Leave	18.02	14
Union Representative's Visits	17	13
Union Shop	3	3
Vacations with Pay	13	10
Wage Schedule	Appendix B	36
Wages/Classifications/Credit for Previous Experience	10	9
Witness Fees	18.17	17
Workers Compensation Benefits	37	29

EXPIRY: April 30, 2023

AGREEMENT BETWEEN:

COMPASS GROUP CANADA, LTD. at the Boeing Facility, 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 COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE 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.

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all food service employees of Compass Group Canada, Ltd., employed at its operation at the Boeing facility, in the City of Winnipeg, Province of Manitoba, save and except the Manager, Assistant Managers, Kitchen Manager/Chef, those above the rank of manager, and those excluded by the Act.

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 classification.

2.06 **Demotion**

A demotion shall mean the transfer of an employee to a lower level classification.

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**

A spouse is a person of the same or opposite sex to whom the employee is married or with whom the employee has cohabited in a conjugal relationship for six (6) months 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 employees 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, whether part-time or full-time, 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 his or her 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 date of hire or rehire of an employee as per Article 3.02 above. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly statement, in Excel format, of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

 The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article. Should the Employer not comply with this process the Union can still refer to the Grievance Process as outlined in Article 24.

4.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

4.03 The Employer agrees to provide the Union with any changes to the employee's address, name, phone number, and rate of pay on a when requested by email.

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 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.

ARTICLE 5 HOURS OF WORK

5.01 The basic maximum work day shall consist of eight (8) consecutive hours of work except for meal break, and the basic work week shall consist of forty (40) hours of work. This shall not be construed as a guarantee of hours of work in a day or days of work in a week.

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 may 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 basic work week for full-time employees shall be reduced by eight (8) hours for each holiday, as defined in the General Holidays section of this Agreement. Any full-time employees 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 in a conspicuous location. Employees shall be notified of schedule changes, subject to Article 5.06 - Notice of Shift Change by the Employer.

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 Recording**

The Employer shall provide a time recording process to enable employees to record their own time for payroll purposes. Employees must record their own time at the time they start and finish work. 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 authorize his/her time record at the beginning and end of each day and record his/her time as indicated above.

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 the Employer.
- (c) Times at which meal periods are taken shall be scheduled by the Employer, 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.
- (d) During meal periods, employees shall be able to purchase a meal, to a maximum value of seven dollars (\$7.00), at a cost of two dollars (\$2.00). Meals are to be purchased for personal consumption while on meal breaks (no taking home) and shall not include bottled beverages and packaged goods.

Employees who wish to take advantage of the meal program will be charged the \$2.00 through payroll deduction.

6.02

Rest Periods

- (a) A person working a daily shift of four (4) hours or more but less than six (6) hours will receive one (1) fifteen (15) minute uninterrupted rest period with pay.
- (b) A person working a daily shift of six (6) hours or more but less than seven and one-half (7 ½) 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 Article 6.01 - Meal Periods, above.
- (c) A person working a daily shift of seven and one-half (7 ½) 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 Article 6.01 - Meal Periods, 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) To the extent possible and as is consistent with the efficiency of the Employer's operation, rest periods for all employees shall not begin until one (1) hour after commencement of work and less than one (1) hour before either the meal period or the end of the employee's shift and shall not be combined with a meal period.
- (e) Employees shall be entitled to free tea and coffee while on breaks.

6.03

If it is not possible to take meal and rest periods, employees are to leave their employment earlier by the amount of time they failed to receive, either as a meal period or a lunch period but they shall nevertheless receive full payment for their full shift. If these two alternatives are not possible, they shall receive time and one-half (1½) for all time worked during their meal period and/or rest periods, providing all time worked, including work during meal periods and rest periods, exceeds eight (8) hours per shift.

6.04

Upon mutual agreement between the employee and the Employer, employees will be allowed to combine their meal and/or rest periods.

ARTICLE 7 CALL-IN TIME

7.01

No full-time employee shall be scheduled to work less than six (6) hours in any one (1) day unless in the case of overtime call-in. If required to work less than six (6) hours, the employee shall nevertheless be paid for a six (6) 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) day. 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 An employee who is unable to report to work shall ensure that the Employer is notified at least three (3) hour before the beginning of his/her shift, except for good and sufficient reason. The Employer will ensure that employees have a phone number to call for after hours reporting.

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

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 a full-time employee's scheduled day off, shall be paid for at the rate of time and one half (1½) the employee's regular hourly rate.

8.02 Overtime shall be by mutual consent and where practical, shall be offered in rotation to the most senior employee first, and thereafter in decreasing order of seniority, provided the employee has the ability to perform the requirements of the job. If no employee wishes to accept the overtime, then the Employer will assign the job function to the least senior employee who is available and who has the ability and is qualified to do the work. The next time the opportunity for overtime arises the offer shall be made to the next person on the seniority list following the employee who worked the overtime the last time it was offered or assigned. When the seniority list has been completed the next opportunity for overtime will be offered starting at the top of the list again.

8.03 Any full-time employee scheduled to work on Sunday, which is not part of his or her regular work week, shall be paid at one and one-half (1½) times his or her 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. Full-time employees' sixth (6th) and seventh (7th) day following his or her fifth (5th) 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 considered general holidays for which full-time employees shall suffer no reduction of pay on account of the closing of the Employer's locations:

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

and any other day or portion of a day designated as a holiday by the municipal, provincial or federal government.

9.02 In order for an employee to receive general holiday pay, he or she must not have been voluntarily absent from work on the scheduled work day prior to and following such holiday. Any employee who is absent from work on an authorized paid leave of absence or vacation on the day before or on the day after a general holiday shall still receive the general holiday pay.

9.03 Part-time employees shall receive general holiday pay based on one fifth (1/5) of their average weekly hours being paid for each holiday, and calculated using the hours worked in the four (4) weeks immediately prior to said holiday.

9.04 Holiday pay for full-time shall be defined as straight time hourly paid exclusive of shift premium calculated for a normal eight (8) hour work day.

9.05 In no event will an employee who has been laid off for lack of work receive payment for any general holiday which occurs during the period of layoff unless government legislation provides otherwise.

9.06 Any employee working on a general holiday, as designated in Article 9 - General Holidays, of this Agreement, shall receive holiday pay as per this article, plus an additional one and one half (1½) times said hourly rate for all time actually worked on the general holiday.

ARTICLE 10 WAGES/CLASSIFICATIONS/CREDIT FOR PREVIOUS EXPERIENCE

10.01 The 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 currently 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" 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.

10.03 It is the Employers prerogative to place new or rehired employees on the negotiated wage scales at any level they believe takes into account the previous comparable experience of such employees.

ARTICLE 11 RELIEVING RATES/TEMPORARY ASSIGNMENTS/TRANSFERS

11.01 In the event that an employee is temporarily transferred to a higher rated classification for a period of three (3) hours or more per shift, the employee shall receive the rate of pay for the classification to which he or she has been temporarily assigned, for the time worked in the higher rated classification.

11.02 Any employee who is permanently transferred to a higher rated classification, shall be paid the rate of pay for the classification to which he or she has been transferred.

11.03 Any employee who is temporarily assigned to work in a lower paying classification will not have his or her hourly rate of pay reduced during this time period.

11.04 Any employee who is permanently assigned by the Employer to work in a lower rated classification will have his or her hourly rate of pay reduced.

11.05 Any employee who relieves a person outside the bargaining unit for eight (8) hours or more per calendar week, shall receive a premium of one (\$1.00) dollar per hour in addition to his or her regular hourly rate of pay for all time so employed, provided the relieving employee performs a substantial part of the relieved person's job.

11.06 **Midnight Shift Premium**

All employees working the majority of their hours between 11:00 p.m. and 6:00 a.m. will receive a night shift premium of fifty (50¢) cents per hour for all hours worked.

11.07 **Lead Hand Premium**

Employees who are appointed to work as a Lead Hand shall receive a premium of one (\$1.15) dollar and fifteen cents per hour in addition to his or her regular hourly rate of pay for all time so appointed.

**ARTICLE 12 NON-BARGAINING UNIT PERSONNEL/
TEMPORARY WORK IN BARGAINING UNIT**

12.01 A non-bargaining unit personnel shall have the right to temporarily work in a location in emergency situations (such as sickness when no proper notice was given, absenteeism, severe snow storms or during unexpectedly busy times) or the training or orientation of newly hired employees for a reasonable temporary period only.

ARTICLE 13 VACATIONS WITH PAY

13.01 Employees who have completed one (1) year's service but less than five (5) years' service shall be entitled to ten (10) days of vacation leave. Four (4%) percent of the employee's wages per year will be set aside to pay the employee for these ten (10) days of vacation leave.

13.02 Employees with five (5) years of service in the last ten (10) years, who have completed at least one (1) full year of full-time employment immediately prior to the fifth (5th) year, shall be entitled to fifteen (15) days of vacation leave. Six (6%) percent of the employee's wages per year will be set aside to pay the employee for these fifteen (15) days of vacation leave.

13.03 Employees who have completed ten (10) years or more of service with the Employer shall be entitled to twenty (20) days of vacation leave. Eight (8%) percent of the employee's wages per year will be set aside to pay the employee for these twenty (20) days of vacation leave.

13.04 The vacation period shall be during client shutdown period(s) of each year, unless taken outside the period by mutual agreement between the employee and the Unit Director.

13.05 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 by March 1st of each year. Employees not completing the schedule by that date shall not be able to exercise their seniority in selection of vacation periods.

In the event of a shutdown, employees will be offered available work based on seniority. In the event there is no work available, employees will be allowed to take their vacation during the shutdown. If the employee has no vacation days left, the employee will be allowed to utilize up to one half ($\frac{1}{2}$) of any unused sick days for the duration of the shutdown.

13.06 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 his or her vacation period, as to whether he or she will be taking the pay or an extra days' vacation added to his or her vacation period.

13.07 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.

13.08 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 in accordance with their vacation entitlement.

13.09 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.

13.10 Vacations are not cumulative from year to year and vacations may not be carried over into the next vacation year except at the sole discretion of the Employer.

ARTICLE 14 MANAGEMENT RIGHTS

14.01 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 he/she has 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.

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

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

14.04 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.

14.05 The Employer shall notify the Union whenever changes are made to management at the work location.

ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE

15.01 All time spent by employees at a meeting or training session or seminar requested by the Employer shall be considered as time worked. Registration fees for such training sessions or seminars will be paid by the Employer.

15.02 Employees attending meetings called by the Employer immediately after their regular shift shall be paid overtime rates for time spent at such meetings if they have worked eight (8) hours that day.

15.03 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.

15.04 **Attending Seminars or Training Sessions**

Employees attending seminars or training sessions as required by the Employer on their regular scheduled days off shall be paid for actual time spent at the seminar or training session at straight time or overtime rates, whichever is applicable, and shall be reimbursed for parking expenses and ten (\$10.00) dollars for lunch if it is not provided by the Employer and if the seminar or training session goes beyond 12:00 noon.

ARTICLE 16 NO STRIKES OR LOCKOUTS

16.01 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.

ARTICLE 17 UNION REPRESENTATIVE'S VISITS

17.01 After notifying the Employer, duly authorized full-time representative of the Union shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty. The Union Representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his or her duties.

17.02 The interview of an employee by a Union Representative shall be permitted after notifying the employee's supervisor or his or her designated representative on duty, and shall be:

- (a) carried on in private in a place within the Employer's premises designated by management;
- (b) held whenever possible during the meal or rest periods. However, when this is not practical;

- (c) held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on the Employer's time; and
- (d) held at such times as shall minimize interference with the employer's operation.

ARTICLE 18 LEAVES OF ABSENCE

18.01 The requesting and granting of leaves of absence shall be in writing.

18.02 **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 he or she may attend union meetings, educational meetings, conferences and conventions. The Union will provide the Employer a minimum of two (2) weeks' notice in regard to such request to attend union meetings, educational meetings, conferences and conventions.

18.03 **Personal Leave**

Employees shall be granted a leave of absence, without pay, and with a continuation of seniority accumulation for a period of time not to exceed four (4) months, 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 provide the Employer a minimum of two (2) weeks' notice when requesting said leave of absence.

18.04 **Negotiations Leave**

The Employer agrees to allow a maximum of one (1) employee time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

18.05 Employees who are absent from work for Union leave as contained in Articles 18.02 and 18.04 above, will be paid by the Employer as if they had worked. The Employer will then bill the Union for all lost wages and benefits and the Union will remit payment promptly.

18.06

Family Responsibility Leave

In the event of illness, injury, medical or dental appointment occurring to an employee's spouse, parent, child or other dependant, the employee may request, and if so shall be granted, a leave of absence or absences 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 his or her ailing relative or dependant. Except for cases of emergency, employees will be required to give the Employer forty-eight (48) hours' notice.

18.07

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, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

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

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 Employment Insurance 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, will be granted to employees under the same conditions as these benefits are granted to other employees.

18.08 **Parental Leave**

(A) **Entitlements**

Every employee,

- (a) who,
 - (i) becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
 - (ii) adopts a child under the law of the 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;
- (c) is entitled to, and shall be granted, parental leave consisting of a continuous period of up to **sixty-three (63)** weeks.

18.09 **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 his or her parental leave is to commence.

18.10 **Late Application for Parental Leave**

Where an application for parental leave under subsection 18.08 - Parental Leave, is not made in accordance with subsection 18.07(b), the employee is nonetheless entitled to, and an application to the Employer shall be granted, parental leave under this section for the full-thirty-seven (37) week leave period.

18.11 **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section 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 occupied prior to the leave no longer exists.

18.12 **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.

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

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

18.15 **Child Bearing Support Leave**

The Employer agrees to grant employees whose spouse gave birth to their child a one (1) day leave of absence, with pay, for each child and up to a further seven (7) days unpaid leave if requested by the employee. Child Bearing Support leave shall be in addition to parental leave.

18.16 **Jury Duty / Jury Selection**

Employees summoned to Jury Duty or Jury Selection shall, for up to fifteen (15) days, 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 or Jury Selection for the rest of the day or days and fails to report back to work, or if Jury Duty or Jury Selection occurs on the employee's scheduled day off.

18.17 **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Employer or the Crown will, for up to five (5) days, 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.

18.18 **Bereavement Pay**

- (a) Employees will be granted time off work, with pay, of four (4) consecutive regularly scheduled work days paid bereavement leave. One (1) of the four (4) days can be held for future use to attend a funeral service provided such days are initiated within five (5) calendar days of the date of death in their immediate family.
- (b) The term "immediate family" shall mean spouse, parent (including foster and step), child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, stepdaughter, stepson and spouses' grandparent or guardian.

- (c) Employees will be granted one (1) day off, without pay, for the purpose of attending a funeral 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.
- (d) Additional time off without pay for bereavement purposes may be granted by mutual agreement between the Employer and the employee concerned.
- (e) Employees who are not working as a result of a shutdown but who would ordinarily be working, and who would be eligible for bereavement leave as per 18.18 (a) and (b) will receive full bereavement leave pay. Vacation time/pay that employees may be receiving during this time will cease and be rescheduled to another time mutually agreed between the Employer and employee.
- (f) The Employer reserves the right to request documentation where the circumstances warrant it. The Employer agrees to reimburse the employee for the cost of providing such documentation when provided with a receipt.

18.19 Compassionate Leave

Employees may request time off for Compassionate care purposes and if so, shall be granted an unpaid a leave of absence or absences which shall not exceed twenty-eight (28) weeks in total. 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 Article 18.18 of the Collective Agreement.

18.20 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

ARTICLE 19 PROBATION PERIOD

19.01 New employees shall be on probation for ninety (90) days worked. The Employer at its discretion may discharge any probationary employee within the above time limit.

19.02 (a) A probationary employee shall not have access to the grievance and arbitration procedure with regard to his or her 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.

(b) The probationary employee shall not exercise job bidding rights as specified in Article 20 - Seniority.

19.03 At the completion of the probationary period the employee shall be placed on the seniority list, with seniority dating back to his or her original date of hire or transfer into the bargaining unit, whichever is most recent.

ARTICLE 20 SENIORITY

20.01 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.

20.02 An employee shall lose all seniority and shall be deemed to have terminated employment if such employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) is laid off for a period of more than twelve (12) calendar months;
- (d) does not report for work for more than two (2) 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) fails 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) fails to return to work within seven (7) calendar days after being recalled from lay off by notice sent by registered mail.

20.03 Employees shall not accumulate seniority while on:

- (a) an unauthorized leave of absence;
- (b) a suspension which has not resulted in reinstatement through the grievance and arbitration procedure of this Agreement.

20.04 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

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

20.06 **Job Posting**

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 seven (7) days of the vacancy or new position occurring. Employees will have seven (7) days from the date of posting to submit their bid in writing to the Employer. The job shall be awarded according to Article 20.08 of this Agreement within a further seven (7) days. If the job is not awarded according to seniority, the Employer shall inform the Union in writing of the reason for same, on request of the Union. The Employer shall have the right to fill any position temporarily, pending the results of job posting.

20.07 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 section.

20.08 Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, relieving another employee in a higher paid classification, and reduction to part-time provided the employee has the ability to do the normal requirements of the job after a reasonable familiarization period.

20.09 In the case of a work shortage requiring layoff, employees shall be laid off by reverse order of seniority provided that the employees retained possess the ability and qualifications required to perform the remaining work available after a reasonable familiarization period.

20.10 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 after a reasonable familiarization period.

20.11 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 he/she no longer wishes to be outside the bargaining unit, he/she shall be transferred back to the position from which he/she was promoted without loss of seniority, wages and benefits.

20.12 A part-time employee shall not be entitled to exercise his/her seniority against a full-time employee if the consequences of doing so result in the change of status of the full-time employee.

20.13 The Employer agrees to provide 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.

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

20.15 **In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate report in Excel format that contains the following information: start date, , classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address and S.I.N. of all bargaining unit employees including those on leave (including the type of leave). The Employer shall also send to the Union in an electronic format phone numbers and email addresses of those employees that are stored in the Employer's payroll system.**

The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article. Should the Employer not comply with this process the Union can still refer to the Grievance Process as outlined in Article 24.

20.16 Any employee requesting a transfer may do so in writing to the Unit Director.

20.17 No new employees shall be hired until employees on layoff have been given full opportunity of recall in accordance with this Article.

ARTICLE 21 HEALTH AND WELFARE

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

ARTICLE 22 CASH SHORTAGES

22.01 No employee shall be required to make up cash register shortages. Persistent cash shortages or overages shall be subject to disciplinary action by the Employer, which disciplinary action may involve discharge.

 No employee shall be subject to any disciplinary action for any cash shortages or overages unless that employee has had exclusive access to the cash register during the work shift.

ARTICLE 23 REPRIMANDS

23.01 The Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file
- (b) is suspended or discharged.

23.02 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 to the Union.

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

23.04 A copy of the notice will be faxed to the Union office within forty-eight (48) hours. In addition, a copy must be provided to the employee.

23.05 The Employer agrees that any reprimand, suspension or disciplinary note, shall be removed from the employee's personnel record after twelve (12) months provided no additional adverse reports 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 reprimands, suspension or disciplinary notes cannot be referred to or used against the employee at a later date.

23.06

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 his or her 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 24 ADJUSTMENT OF GRIEVANCES

24.01 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.

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

24.03 Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

24.04 Time limits as contained in this article may be extended by mutual written agreement.

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

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

24.07 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 Unit Director.

Step Two: If a satisfactory settlement cannot be reached, the matter shall be taken by the Union Representative to the District Manager or designate 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 an Arbitrator selected in accordance with Article 25 - Arbitration.

ARTICLE 25 ARBITRATION

25.01 If the Union and the Employer cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator who shall be appointed by the Manitoba Labour Board.

 The arbitrator shall not be deemed to be willing to act unless he/she is in the position to convene the hearing within twenty-eight (28) days from the date of his/her selection.

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

25.02 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.

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

25.04 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.

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

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

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

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

25.09 Nothing in this article shall be interpreted so as to prevent the parties from agreeing to a Board of Arbitration.

25.10 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his or her suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator 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 grievance mediation services are not available through provincial legislation.

ARTICLE 26 BULLETIN BOARDS

26.01 The Employer shall allow the Union to install its own bulletin board in the employee's workplace 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. Any material to be posted on that board will be reviewed by the unit director prior to being posted and if there are any concerns a discussion will occur between the unit director and the Union Representative. The material may be posted once the concerns are resolved.

26.02 The Employer agrees to make space available on the bulletin board for the Union to post a card, indicating the name of the Shop Steward in each location.

ARTICLE 27 SHOP STEWARD

27.01 The Employer agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward per component, appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented.

27.02 The Employer agrees to allow the Shop Steward designated by the Union to wear a Shop Steward badge while on duty, unless objections are raised by the owners or occupiers of the facilities in which the Employer's operations are located or if health and safety requirements prevent it.

27.03 The Union will provide a list of Shop Stewards indicating the name and unit number, when changes are made, and will mail same to the Employer.

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

27.05 The Union acknowledges that its Stewards must continue to perform their regular duties and that so far as it is practicable, all union activities will be given a reasonable explanation of regular working hours:

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

ARTICLE 28 UNIFORMS

28.01 The Employer agrees to provide a reasonable number of uniforms based on hours of work and operational requirements.

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

Employees agree to launder their own uniforms.

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

ARTICLE 29 HEALTH AND SAFETY

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

29.02 The Employer will endeavour to maintain adequate heating and cooling.

29.03

Health and Safety Committee

The Employer agrees to a joint Labour/Management Health and 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. Minutes of these meetings will be taken and posted in the workplace as well as a copy sent to the Union via either fax or e-mail.

29.04

All members of the Health and Safety Committee shall receive the necessary time off with pay when conducting business in accordance with Article 29.03 - Health and Safety, above.

29.05

The Employer agrees to provide time off with pay for the purpose of allowing members of the Health and Safety Committee to attend health and safety seminars **and programs and courses of instruction in accordance with the Manitoba Workplace Safety and Health Act and Regulation**. 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.

29.06

No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he or she has 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, he or she shall not suffer a loss of pay.

29.07

The Employer agrees to provide an appropriate First Aid Course and annual upgrades for up to two (2) employees per year. Employees will take the course on their own time.

ARTICLE 31 NOTICE OF LAYOFF

31.01

The Employer will give all affected employees in the bargaining unit, who have six (6) months' service or more, a minimum of two (2) weeks' notice or two (2) weeks' pay in lieu of notice, or the levels of notice required by the *Employment Standards Code C.C.S.M.c.E110, 2007*, whichever is the greatest, in the event they are to be laid off.

31.02

For the purpose of calculating two (2) weeks' pay for part-time employees, it is understood that two (2) weeks' pay shall equal four (4%) percent of a part-time person's total regular gross earnings for the twelve (12) month period immediately prior to when the termination commenced.

ARTICLE 32 COURT'S DECISION

32.01 In the event of any section 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 33 CONTRACTING OUT

33.01 Except in emergency situations such as fire, flood, or like events, the Employer shall give one (1) month's notice to the Union before contracting out any bargaining unit work. Such notice shall state the reason for this proposed contracting out.

ARTICLE 34 TRAVEL TIME DURING WORKING HOURS

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

34.02 Employees who are requested to use their own vehicle for work-related business will be paid forty-five (45¢) cents per kilometer but no less than six (\$6.00) dollars each time their vehicle is used. The cents per kilometer rate shall be adjusted to match the Employer's corporate rate whenever that rate is adjusted.

ARTICLE 35 NO DISCRIMINATION / EMPLOYEE HARASSMENT

35.01 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, physical or mental disability or related characteristic or circumstances, or sexual orientation.

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

35.03 The Union and the Employer agree that locations covered by this Collective Agreement should be free of sexual harassment and the Employer and the Union agree to cooperate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this Collective Agreement.

Sexual harassment shall be defined as:

1. unwelcome touching or patting;
2. suggestive remarks or other verbal abuse;
3. leering at a person's body;
4. compromising invitations;
5. demands for sexual favours;
6. physical assault.

Grievances under this clause 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 complainant, consistent with 35.02 above.

ARTICLE 36 TERMINATION OF CONTRACT

36.01 The Employer agrees to provide the Union with as much notice as possible of the termination of a contract with its client.

ARTICLE 37 WORKERS COMPENSATION BENEFITS

37.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

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

ARTICLE 38 EDUCATION AND TRAINING TRUST FUND

38.01 The Employer shall contribute seventy-five (75¢) cents per employee per week for each employee in the bargaining unit who is actively working in any specific week into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

38.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Employer's period based accounting period.

ARTICLE 39 JOINT ADVISORY COMMITTEE

39.01 A Joint Advisory Committee shall operate during the term of this agreement consisting of two (2) employee representatives and up to an equal number of employer representatives who shall meet at least once every six (6) months to discuss working conditions, economy of operation, quality and quantity of service, and other matters to promote an ongoing harmonious relationship between the Employer and its employees. The Joint Advisory Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings. All time spent attending Joint Advisory Committee meetings by employees shall be considered time worked but time spent at “pre-meetings” will not be considered time worked.

ARTICLE 40 EXPIRATION AND RENEWAL

40.01 This Agreement shall be in effect from May 1, 2020 and shall remain in effect until April 30, 2023 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

40.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

Employees shall be provided with the following Health and Welfare benefits. Details will be as outlined in the Employer Benefits Program documents.

A-1 Eligibility

A-1.01 Employees are eligible for the benefits contained herein on the first of the month after they have completed six (6) months of full-time employment.

A-1.02 For the purpose of the benefits noted in A-1.01 above, full-time employment is defined as working or being paid for average of twenty-five (25) hours per week or more during the previous thirteen (13) weeks.

A-2 Basic Life Insurance, Accidental Death and Dismemberment

A-2.01

• Benefit Formula	• \$25,000
• Termination	• Age 65 or earlier retirement

A-2.02 The Employer shares the cost of the premium for this benefit on a seventy-thirty (70/30) basis with the employee.

A-3 Extended Health

A-3.01

1. DRUG BENEFIT

****Drug Card****

a) Plan Type	Prescription Drugs
b) Co-Payment	90% reimbursement for each prescription
c) Deductible	Dispensing Fee less \$6.00
d) Per Individual Maximum	\$2,000 per calendar year
e) Benefit Maximum Age	99
f) Dependent Age	21

g) Student Age	26
h) Includes: Diaphragms, I.U.D.'s; \$500/individual per lifetime for prescription anti smoking agents; \$2,400/individual per lifetime for fertility; lancets	Covered

2. MAJOR MEDICAL BENEFIT

a) Annual Deductible Applicable	N/A (except for chiropractic services for Ontario residents)
b) Co-payment	90%
c) Schedule of Benefits	**Requires Physician Referral pre- dating the service**
**Psychologist <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$1,000 per calendar year
Chiropractor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200 per calendar year (Ontario residents pay first \$450)
**Naturopath <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Podiatrist or Chiropodist <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Nutritionist/Dietician <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$400 per calendar year
**Speech Therapist <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Physiotherapy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Osteopaths <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Massage Therapy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	**\$200 per calendar year
**Private Duty Nursing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,000 per calendar year
Medical Equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 lifetime
Medical Prosthesis <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Medical Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Ambulance Services <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	covered
Hearing Aids <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500 every 5 years
**Orthotics <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 per year
Orthopedic shoes Custom made <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum

Orthopedic Modifications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$60 in provinces where eye exams are not covered
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 years
e) Benefit Maximum Age (Termination)		Age 99
f) Dependent Age		21
g) Student Age		26
h) Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision)		unlimited

3. VISION BENEFIT

a) Glasses Maximum	\$250/every 24 months
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision co-insurance	100%
e) Benefit Maximum Age	Age 99
f) Dependent Age	21
g) Student Age	26

4. HOSPITALIZATION BENEFIT

a) Semi Private Accommodation	Covered
b) Hospitalization Coinsurance	100%
c) Convalescent Hospital	Semi Private Coverage
d) Benefit Maximum Age	Age 99
e) Dependent Age	21
f) Student Age	26

5. DENTAL BENEFIT

a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Recall Frequency: <u>6</u> months	Yes
d) Fee Guide Year	Current
e) Fee Guide Based on province of employee residence	Yes
f) Level 1: Basic Restorative; Coinsurance percentage	90%
g) Level 2: Periodontics & Endodontics; Coinsurance percentage	90%
h) Annual Maximum; Level 1 & 2 Combined	unlimited
i) Survivor Benefit	2 years
j) Benefit Maximum Age	Age 99
k) Dependent Age	21
l) Student Age	26
m) TMJ Lifetime Maximum	\$1,000

This Benefit Summary is prepared as information only and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits plan are described in the Policy/Plan Documents held by Compass Group. In the event of a discrepancy between this Benefit Summary and the Policy/Plan Documents, the terms of the Policy/Plan Documents will prevail.

A-3.02 The Employer shares the cost of the premium for this benefit on a seventy-thirty (70/30) basis with the employee.

A-4 Sick Leave Plan

A-4.01 Sick leave pays your full pay one hundred (100%) percent for up to **four (4)** days per calendar year.

A-4.02 In the last pay period in December, the Employer shall establish the amount of the sick days still remaining for each employee in the calendar year, and shall pay each employee the balance of the accumulated sick days up to a maximum of **four (4)** sick days.

A-4.03 Sick leave days are non-accumulative and not to be paid out upon termination of employment.

A-4.04 Sick leave days are for non-occupational illness or injury purposes only (or medical appointments or for Family Responsibility Leave).

A-5 General

A-5.01 An employee absent from work due to illness or accident will give the Employer notice of his or her intent to return to work by the closing time of the unit the day prior to the return to work date.

A-5.02 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 days he or she is entitled to at that time. A copy of this notification will also be sent to the Union office.

A-6 Medical Appointments

A-6.01 In the event that an employee requests time off for personal reasons such as a doctor's appointment or a dentist's 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 may utilize sick leave days to which they are entitled for such personal reasons.

A-6.02 No employee shall be required to provide a medical certificate for illness or non-occupational injury for which he or she is off for less than three (3) consecutive days unless the Employer has reasonable doubt to suspect abuse or needs to confirm that the employee is fit to return to work.

A-6.03 The Employer agrees to pay 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 or needs to confirm that the employee is fit to return to work.

A-7 Registered Retirement Savings Plan Benefits

A-7.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the Compass Group Canada Group Registered Retirement Savings Plan. This plan shall not require any contributions on behalf of the Employer.

APPENDIX "B"

WAGE SCHEDULE

B-1 Classifications and Wage Rates

<u>Classifications</u>	<u>Current</u>	<u>Effective May 1/20</u>	<u>Effective May 1/21</u>	<u>Effective May 1/22</u>
<u>First Cook</u>		\$0.15	\$0.30	\$0.30
Start	\$15.90	\$16.05	\$16.35	\$16.65
12 Months from date in classification	\$16.41	\$16.56	\$16.86	\$17.16
<u>Cook</u>		\$0.15	\$0.30	\$0.30
Start	\$14.25	\$14.40	\$14.70	\$15.00
12 Months from date in classification	\$14.68	\$14.83	\$15.13	\$15.43
<u>Short Order Cook</u>		\$0.20	\$0.35	\$0.35
Start	\$13.50	\$13.70	\$14.05	\$14.40
12 Months from date in classification	\$13.93	\$13.93	\$14.28	\$14.63
<u>General Help</u>		\$0.20	\$0.35	\$0.35
Start	\$12.76	\$12.96	\$13.31	\$13.66
12 Months from date in classification	\$13.18	\$13.38	\$13.73	\$14.08

B-1.02 **Minimum Wage Gap Guarantee**

At no time will the Employer pay less than twenty-five (\$0.25) cents per hour above the minimum wage rate set by the Province of Manitoba.

B-1.03 **Retroactive Pay**

Retroactive pay since May 1, 2020 for all regular and overtime hours worked will be paid to all employees who are on the payroll of the Employer on the date of Union ratification. The lump sum shall be paid within thirty (30) calendar days following the date of ratification and shown separately on the pay stub.

EXHIBIT ONE


TO: THE NEW OR REHIRED EMPLOYEE:

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

"All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff."

"The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles "Union Security" and "Deduction of Union Dues" of the Collective Agreement.

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

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize you to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required by (Cross in circle if you do not agree)
OXIGRANT NAME	TELEPHONE/LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	FLOOR NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	OTHER <input type="checkbox"/>
I hereby apply 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 forfeited and assigned to the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to pay my dues to the United Food & Commercial Workers International Union through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that 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 stated 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.					
APPLICATION ACCEPTED	DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-3655 or 1-888-832-6882.