

**J.C. FOODS LTD.**

FROM: February 1, 2023

TO: January 31, 2024

# President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a long horizontal flourish extending to the right.

Jeff Traeger,  
President UFCW Local 832



# J.C. FOODS LTD.

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**EXPIRY: JANUARY 31, 2024**

**AGREEMENT BETWEEN:**

**J. C. FOODS LTD.** in the City of Winnipeg, 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 WILL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND EMPLOYEES COVERED BY THIS AGREEMENT AND TO PROVIDE METHODS FOR FAIR AND AMICABLE RESOLUTIONS OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT AND COMPETITIVE OPERATION.**

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole agent for the purpose of collective bargaining for all employees of J. C. Foods Ltd. in the City of Winnipeg, Province of Manitoba, save and except supervisors, office personnel, managers, those above the rank of manager, and those excluded by the Act.

1.02 The Employer shall provide the Union, whenever changes are made, with a list of the names of all management contact(s) or their designate(s).

## ARTICLE 2            DEFINITIONS

2.01                    The following words or terms shall mean the following:

- (a)    **Full-Time:** A full-time employee shall be an employee who is normally scheduled to work not less than forty (40) hours per week.
- (b)    **Part-Time:** A part-time employee shall be an employee who is normally scheduled to work and be paid less than forty (40) hours per week.
- (c)    **Promotion:** Promotion shall mean the transfer of an employee within the bargaining unit to a higher level position of more responsibility as well as hourly wages.
- (d)    **Demotion:** Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as hourly wages.
- (e)    **Layoff:** Layoff for 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.
- (f)    **Masculine or Feminine Gender:** Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.
- (g)    **Plural and Singular:** Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

## ARTICLE 3            CONTRACTING OUT WORK

3.01                    The Employer will not contract out work for the purpose of laying off employees, reducing hours of employees, or maintaining reduced hours of work for employees.

## ARTICLE 4            UNION SHOP

4.01                    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 in good standing. The Employer shall be free to hire or rehire employees who are not members

of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within five (5) calendar days from the date of hire or rehire and become members within thirty (30) calendar days.

4.02 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) supplied by the Union, outlining to employees their responsibility in regard to the payment of union dues and initiation fee.

4.03 The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed to the Union within ten (10) calendar days from the date of hire or rehire of the employee, as per Article 4.02 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.

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

4.05 The Employer shall provide the Union with a list containing the current names, addresses, telephone numbers, and Social Insurance Numbers of all bargaining unit employees in January and July of each year.

## **ARTICLE 5 DEDUCTION OF UNION DUES**

5.01 The Employer agrees to deduct from the wages of each employee, such Union Dues, initiation fees and assessments as are authorized the Union. The Employer further agrees to deduct the Union Dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded, via electronic transmission, 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 accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

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

5.03 The Employer agrees that in the event that Union Dues payments are not provided to the Union in a timely fashion, as outlined in Article 5.01, a two hundred and fifty (\$250.00) dollar penalty shall be paid, for each such occurrence, above and beyond outstanding monies owed in Union Dues.

## **ARTICLE 6            PROBATIONARY PERIOD**

6.01                    Any employee who is hired by the Employer shall be on probation for their first seven hundred and twenty (720) hours in which work is performed.

6.02                    The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the grievance and arbitration provisions as set out in this Agreement, unless such termination can be in contravention of Manitoba Labour and/or Human Rights Legislation.

## **ARTICLE 7            HOURS OF WORK**

### **7.01                    Work Week/Full-time Employees**

The normal basic work week for regular full-time employees shall be forty (40) hours to be worked in five (5) consecutive days at eight (8) hours per day, from Monday to Friday.

The employees' shifts shall be either of the following three (3) shifts:

6:55 a.m. to 3:10 p.m. or  
6:30 a.m. to 2:45 p.m.  
6:00 a.m. to 3:10 p.m. (9.5 hours pay)

The Employer may change employees' shifts upon providing at least two (2) weeks' notice to the employees and to the Union. In the event of substantive changes to the shift times, seniority will govern regarding choice of shift, provided the employees are able to do the required work.

### **7.02                    Consecutive Hours of Work**

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

### **7.03                    Work Week/One General Holiday**

In a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

### **7.04                    Work Week/Two General Holidays**

In a week in which the Employer observes two (2) general holidays, the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.



7.05                    **Time Sheets**

The Employer shall provide time sheets to enable employees to record their own time for payroll purposes. Photocopies of all completed time sheets shall be forwarded to the Union office whenever a written request to do so is received from the Union.

7.06                    Nothing in this Agreement shall be considered as a guarantee of work or of hours of work.

7.07                    Nothing in this Agreement limits the work that an employee may be assigned.

**ARTICLE 8                    MEAL AND REST PERIODS**

8.01                    **Meal Periods**

Each employee working a daily shift of eight (8) hours shall receive one (1) uninterrupted thirty (30) minute meal period without pay which shall be taken at approximately mid-shift.

8.02                    **Rest Periods**

Each employee working a daily shift of eight (8) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay. Times at which rest periods are taken shall be scheduled by management, except that the meal period and the rest period may not be combined, and rest periods shall not be taken within one (1) hour of the meal period.

8.03                    Employees who are required to work at least one (1) hour overtime on the completion of an eight (8) hour shift shall be scheduled an uninterrupted fifteen (15) minute rest period with pay, at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

8.04                    All employees whose meal and/or rest periods are interrupted as a result of performing work for the Employer shall have the interrupted portion of their meal and/or rest periods rescheduled as soon as possible prior to the end of their shift. In the event the employee is not rescheduled for the remainder of their meal and/or rest period the employee will be paid for said meal and/or rest period at the applicable rate.

**ARTICLE 9            OVERTIME**

9.01                    All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay.

9.02                    All employees working general holidays as designated in Article 10 of this Agreement, shall be paid time and one-half (1½) their hourly rate for all time so worked, in addition to any general holiday pay the employee is entitled to under Article 10, General Holidays.

9.03                    All overtime must be authorized by the Employer.

9.04                    The Employer will make all reasonable efforts to avoid overtime but by the nature of its operations it will be required from time to time. If required, overtime will first be offered to the most senior employee on the shift who normally does the work in question and thereafter in decreasing order of seniority. If no senior employee(s) wish(es) to work the overtime, the Employer shall assign a junior employee(s) who is/are capable of performing the work and this person(s) must then work the overtime.

9.05                    Compensating time off shall not be given in lieu of overtime pay.

**ARTICLE 10            GENERAL HOLIDAYS**

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

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

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

Should a general holiday fall on a day other than a regular scheduled work day, an additional day off work with pay shall be given in lieu thereof.

10.02 In order for an employee to qualify for a general holiday with pay employees must not have been voluntarily absent, without the consent of the Employer, from their scheduled work day on such holiday; or on their scheduled work day immediately prior to or following such holiday. Illness, injury, or excused/approved absence shall not disqualify an employee.

10.03 If a general holiday occurs during an employee's annual vacation, the employee shall be given an extra day's vacation with pay at a time mutually agreed upon by the Employer and the employee, or the employee may choose to receive an extra day's pay.

10.04 All full-time employees shall receive their regular daily hours pay at their regular rate for each general holiday.

10.05 All part-time employees who qualify shall receive general holiday pay based on one-fifth (1/5) of their average weekly hours being paid, for each general holiday, and calculated using the hours worked in the last four (4) complete calendar weeks (excluding part-time vacation, sick leave, absences for Workers Compensation or other leaves of absence with pay) immediately prior to the week in which the general holiday occurs.

## **ARTICLE 11 MINIMUM CALL-IN**

11.01 No employee shall be scheduled and/or called in to work less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee will be paid the four (4) hours at their regular hourly rate of pay.

11.02 Employees who do not provide the Employer with their home telephone number, or with a telephone number where they can be reached when away from work for those employees who do not have a telephone, may be by-passed for call-ins if the Employer has made every reasonable attempt to contact them but was unable to do so.

## **ARTICLE 12 RELIEVING RATES OF PAY/ TEMPORARY ASSIGNMENTS**

12.01 Any employee relieving another employee in a higher paid classification for at least one (1) day shall receive the higher rate of pay for all time so employed.

12.02 Any employee relieving an employee in a lower paid classification will not have their wages reduced during said relieving.

**ARTICLE 13            VACATIONS WITH PAY**

13.01                    The vacation year shall be from January 1 to December 31.

13.02                    During their first calendar year of employment full-time employees shall be entitled to receive an amount equal to four (4%) percent of their regular earnings, for which no vacation allowance has been paid. Such employee shall be allowed time off for vacation purposes, without pay, up to a maximum of two (2) weeks.

13.03                    The Company will grant vacations with pay as follows:

- (a)    two (2) weeks' vacation with pay after one (1) year of service;
- (b)    three (3) weeks' vacation with pay after five (5) years of service;
- (c)    four (4) weeks' vacation with pay after twelve (12) years of service;
- (d)    five (5) weeks' vacation with pay after seventeen (17) years of service;
- (e)    six (6) weeks' vacation with pay after twenty-three (23) years of service.

13.04                    Employees entitled to two (2), three (3), four (4), five (5) or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) or twelve (12%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

13.05                    No employee will have their vacation entitlement reduced by reason of an absence (not to exceed nine (9) months) for sickness, accident (including Workers Compensation), vacation, maternity/ parental leave, or any other authorized leave of absence. Employees whose absence exceeds nine (9) months in any vacation year will receive vacation pay in the amount of two (2%) percent of the previous vacation year's earnings for each week of vacation the employee would normally be entitled to receive. In addition, such employee will be allowed time off for vacation purposes equal to the time off they would normally be entitled to receive.

13.06                    The Employer agrees to allow employees to take their annual vacations consecutively, up to a maximum of two (2) weeks, unless otherwise mutually agreed upon.

13.07                    The Employer will post a projected vacation entitlement list by March 1st of each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of the posting of the projected entitlement list.

Employees who fail to indicate their choice of vacations within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Subject to reasonable operational requirements, if there is a conflict between employees' preferences in choices of vacation time, seniority shall be the determining factor.

The Employer will post an approved vacation schedule no later than April 15th of each year which, subject to operational requirements, cannot be changed except at the request of the employee

The vacation period shall be June 1 and August 31 unless otherwise mutually agreed to by the employee and the Employer.

13.08 If a full-time employee becomes hospitalized due to a serious illness or injury while on vacation, subject to operational requirements, the employee will then be entitled to reschedule the equivalent number of days following their return to work. The Employer may request proof of hospitalization.

13.09 Vacation pay shall be paid to full-time and part-time employees not later than the date preceding the day vacation commences if application has been made to the Employer, in writing, two (2) weeks in advance. If such application is not made, vacation pay will be paid to an employee on their regular payday during their vacation period.

13.10 Employees shall receive their vacation pay on paycheques itemized separate and apart from their normal earnings.

13.11 Part-time employees shall earn vacation entitlement in the same manner as full-time employees. Part-time employees will be paid vacation pay in the amount of two (2%) percent of their previous year's regular earnings for each week of vacation entitlement.

13.12 Employees proceeding to full time from part-time or vice versa will have their vacation pay adjusted based on vacation already taken and paid out for that vacation year. In all cases, date of hire determines years of service for vacation purposes.

## **ARTICLE 14 MANAGEMENT'S RIGHTS AND FUNCTIONS**

14.01 The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the number of personnel required from time to time,

services to be performed, and the methods, procedure, and equipment in connection therewith; to maintain order, discipline and efficiency; to direct its work force, to hire, transfer, demote, promote, assign and reassign jobs or duties, lay off or rehire any employee; to discipline, including suspend or discharge any employee for just cause; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces, to designate curtailments and cessation of operations; to determine the skills and qualifications necessary to perform the required work; to determine the merchandise and product to be handled; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

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

14.03 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

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

## **ARTICLE 15 SAFETY AND HEALTH**

15.01 The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet once every calendar quarter and shall inspect the workplace and the operations conducted therein in preparation for regular meetings.

15.02 The Labour/Management Safety and Health Committee shall be comprised of four (4) persons, consisting of two (2) who shall be appointed by the Union and two (2) who shall be appointed by the Employer.

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

15.04 The Employer agrees to provide time off, with pay, to a maximum of sixteen (16) hours per member each year, for the purpose of allowing members of the bargaining unit to attend safety and health seminars, and courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

15.05 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to the employee's immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's operations to inspect the concerns firsthand. During this time period the employee shall continue to be paid provided he/she performs alternative work for the Employer.

15.06 The Employer agrees to provide a first aid kit available to all employees, at all times on the shop floor.

15.07 Ergonomically correct rubber mats will be provided to all employees.

15.08 Employees working in the pounding room will be allowed sufficient time to dry themselves and their clothing before being required to work elsewhere.

## **ARTICLE 16 NOTICE OF LAYOFF / SEVERANCE PAY**

### **16.01 Notice of Layoff**

All employees in the bargaining unit who have completed their probation period shall be entitled to one (1) pay period notice of a layoff or pay in lieu of such notice unless more is required by law.

### **16.02 Notice of Closure / Permanent Layoff**

The Employer shall notify all employees who are to be affected by the permanent closure of all or any portion of the Employer's operation, or who are to be permanently laid off, four (4) weeks prior to the effective date of such closure/ layoff (or such longer period as may be required by legislation) or shall award pay in lieu thereof.

### **16.03 Job Loss Assistance**

In the event any employee(s) may permanently lose their job due to technological change, downsizing or restructuring of the workplace, the Employer and Union will work through the UFCW Training Centre to assist the affected workers.

## **ARTICLE 17            PAYMENT FOR MEETING ATTENDANCE**

17.01                    When the Employer requires an employee to be present at a meeting called by the Employer, during the employee's scheduled working hours, time spent at such a meeting shall be considered as time worked.

17.02                    Any employee who is required to attend a meeting before or after their assigned working hours shall be paid for the time actually spent at the meeting and, subject to Article 9 Overtime, at the employee's appropriate hourly rate of pay. Where employees are required to attend a meeting not before or after their assigned working hours, the employee shall be paid for the greater of time actually spent at the meeting or three (3) hours at the employee's appropriate hourly rate.

## **ARTICLE 18            STRIKES AND LOCKOUTS**

18.01                    The Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production, or interfere with work in or about the Employer's plant or premises, nor will employees take part in any such actions.

18.02                    The Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage a strike of employees affected by this Agreement, nor will employees take part in any such actions.

18.03                    The Company will not, during the term of this Agreement, lock out employees.

## **ARTICLE 19            UNION REPRESENTATIVE'S VISITS**

19.01                    Duly authorized full-time representatives of the Union shall be entitled to the Employer's premises for the purpose of observing working conditions and dealing with matters arising out of or pertaining to the Collective Agreement. Union Representatives shall be entitled to speak to the Union Shop Steward during such visits and all such time spent by the Shop Stewards, during their regular shift, shall be considered as time worked.

19.02                    A full-time Union Representative shall first notify the appropriate management person before proceeding on a visit at the Employer's premises. The Employer shall cooperate with the Union to enable such visits to occur but not be disruptive of the normal business of the Employer. When in the plant, the Union Representative shall observe all reasonable rules and regulations.



19.03 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 and in a place within the Employer's premises designated by the Employer;
- (b) held whenever possible during a meal or rest period. 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. With the approval of the Employer such interview may be longer than five (5) minutes but any 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 operations.

## **ARTICLE 20 SHOP STEWARDS**

20.01 The Employer agrees to recognize two (2) Shop Stewards and one (1) Alternate Shop Steward appointed and/or elected by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Plant Manager or his or her designate.

20.02 The Employer agrees not to discriminate against any member of the Bargaining Unit and/or Shop Steward, for exercising their rights under the terms of the Collective Agreement and presenting grievances.

20.03 Subject to operational requirements, Shop Stewards shall be allowed time off with pay, during working hours, for the purposes of investigating any grievances or potential grievances. All such time off must first be approved by his or her immediate supervisor and shall not be unreasonably denied.

20.04 Shop Stewards will be allowed to wear Shop Steward badges while on duty. Said badges shall be made of cloth and shall be permanently sewn on the work clothes of each Shop Steward.

**ARTICLE 21 LEAVES OF ABSENCE**

**21.01 Convention/Conference/Education Leave**

Upon receiving a written request from the Union, a leave of absence, without pay, for the purpose of attending conventions/conferences and/or education seminars, shall be granted to bargaining unit employees by the Employer providing said leave does not unreasonably affect the operation of the Employer. Time off shall not be granted to more than two (2) employees at any one time unless otherwise mutually agreed to between the Employer and the Union and the duration of any such leave shall not exceed ten (10) calendar days per occasion. The Union shall give the Employer written notice not less than two (2) weeks before the requested leave is to commence. The Employer shall pay eight (8) hours' pay to said employees for each such day leave is requested for. All costs will then be billed to the Union and will be paid within thirty (30) days of receipt of invoice.

**21.02 Union Leave**

A leave of absence to attend to Union business shall be granted to an employee. Three (3) weeks' advance notice shall be given to the Employer indicating that such leave is required and, unless otherwise agreed to by the Employer, no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union. The Employer shall pay eight (8) hours' pay to said employees for each such day leave is requested for. All costs will then be billed to the Union and will be paid within thirty (30) days of receipt of invoice.

**21.03 Personal Leave**

Subject to reasonable operational requirements, the Employer agrees to grant any employee with one (1) year or more of service, up to six (6) weeks' leave of absence, without pay. Said leave of absence may be added to the employee's vacation with pay and shall not be granted more often than every three (3) years. Such leave will be determined on a first come, first served basis.

**21.04 Negotiation Leave**

The Employer agrees to allow two (2) employees time off, with pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer shall pay eight (8) hours' pay to said employees for each such day they are required to be in attendance at negotiations. All costs will then be billed to the Union and will be paid within thirty (30) days of receipt of invoice.

21.05                    **Witness Leave**

On presentation of court documentation, any employee who must serve as a witness on behalf of the Crown or the Employer shall be paid the difference between their regular wages and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as witness, provided that the employee reports to work if required to do so during regular hours that they are not required to attend court.

21.06                    **Jury Duty Leave**

On presentation of court documentation, any employee who must serve as a juror, shall be paid the difference between their regular wage and the amount of compensation received from the court. This procedure shall apply for each day that the employee is required to act as a juror, provided that the employee reports to work if required to do so during regular hours that they are not required to attend court.

21.07                    **Bereavement Leave**

Bereavement leave of four (4) working days, with pay, which can be taken non-consecutively if needed, shall be granted for the purpose of allowing an employee to be absent to grieve the death of their spouse (including common-law) or child (including stepchild).

Bereavement leave of three (3) working days, with pay, which can be taken non-consecutively if needed, shall be granted for the purpose of allowing an employee to be absent to grieve the death of their father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

The Employer shall grant one (1) day off with pay to any employee who acts as a pallbearer or eulogist at a funeral of a person not included in the above two paragraphs.

Bereavement leave shall be extended by up to two (2) additional working days, with pay, as may be necessitated by reason of travel to attend the funeral/ memorial service where it is held outside the City of Winnipeg.

21.08                    **Compassionate Care Leave**

In the event an employee has any family member (person identified in the first two paragraphs of Article 21.07, Bereavement Leave, or a person like family) who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences, without pay, which shall not exceed twenty eight 28 weeks in total.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance funds.

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 21.07, Bereavement Leave, of this collective agreement.

21.09                    **Maternity Leave**

A female employee who has completed her probationary period with the Employer, shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave. The employee must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. In case of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, providing such request is accompanied by a doctor's certificate setting out her restrictions that prevent her from working. Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Maternity leaves of absence shall be without pay except for accumulated paid sick leave required because of a medical condition directly attributable to pregnancy, which shall be granted to employees under the same conditions as these benefits are granted to other employees.

21.10                    **Parental Leave**

(A)                    **Entitlements**

Every employee

- (a)     who,
  - (i)     becomes the parent of a child, or
  - (ii)    assumes actual care and custody of a newborn child or adopts a child under the law of a province; and
- (b)     who has completed seven (7) consecutive months of employment; and

- (c) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) **Commencement of Leave**

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

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

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

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

21.11 **Reinstatement of Employee**

Employees wishing to return to work after maternity and/or parental leave shall notify the Employer, in writing, at least four (4) weeks in advance of their return. On return from maternity and/or parental leave, the employee shall be placed in their former or comparable classification and shift schedule at the same salary level.

21.12 **Family Responsibility Leave**

An employee is eligible for up to three (3) days leave, without pay, for the purpose of providing necessary care for a family member (person identified in the first two paragraphs of Article 21.07, Bereavement Leave, or a person like family) per calendar year. Entitlement to such leave is subject to the following conditions:

- (a) Employees will, where possible, make the appointments outside their regular working hours;
- (b) The employee must give as much advance notice as possible, in writing, of intention to take family responsibility leave; and
- (c) The employee will provide reasonable verification of the necessity for the leave.

21.13 Both the employee's request and the Employer's decision concerning any requested leave of absence shall be in writing.

## **ARTICLE 22 SENIORITY**

22.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

22.02 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.

22.03 Employees shall cease to have seniority and their employment status with the Employer shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) is laid off for more than twelve (12) months;
- (d) is recalled back to work after a layoff and does not return to work within two (2) weeks of receiving a registered letter to their last known address advising of the recall;
- (e) is absent from work without a written leave of absence for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given by the employee; or
- (f) fails to return to work on the completion of an authorized leave of absence, unless a reason satisfactory to the Employer is given by the employee.

22.04 Seniority shall be the governing factor in matters of demotion, layoff, recall after layoff, reduction to part-time, promotion, awarding of a new position or vacant position, and relieving another employee in a higher or equally paying classification, providing the employee has the ability to perform the normal requirements of the job, as determined by the Employer. The Employer in determining ability agrees to be fair and reasonable.

22.05 **New Positions/Vacancies/Opportunities for Training**

When a job vacancy occurs, a new position is created or there is a need to train additional employees for current work in the workplace, the Employer will offer such opportunity to employees in order of seniority, senior to junior, prior to hiring from outside to fill the vacancy or new position. A union representative or shop steward will be present when such offer is made.

Employees accepting a promotion or transferring to another classification shall be given a fair trial period under such circumstances, and shall be returned to their former position if they are unable to perform the new assignment satisfactorily.

22.06 Employees within the bargaining unit, who accept a position with the Employer which places them outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement, for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. The Employer shall also have the right to return said employees to their form job at any time during the six (6) month period if it chooses. Employees who remain outside of the bargaining unit for a period in excess of six (6) calendar months shall be allowed to retain but not accumulate seniority for a further six (6) months.

22.07 Seniority for full-time employees shall apply among full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees will have seniority only over other part-time employees.

22.08 Full-time employees with one (1) or more years of full-time seniority, who are reduced to part-time by the Employer, shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time.

Full-time employees who with the permission of the Employer reduce themselves to part-time shall be slotted in on the part-time seniority list in accordance with their most recent date of hire.

22.09 A part-time employee who becomes full-time for a period of less than one (1) year and who is reduced to part-time by the Employer shall retain his or her original part-time seniority date.

22.10 No new employees shall be hired by the Employer as long as there are employees who are on layoff status who are able and willing to perform the work required.

22.11 The Employer agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

22.12 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 seniority list in Excel format that contains the following information: start date, seniority date (same as start date), classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave.

22.13 Employees shall receive a minimum of two (2) months' notice of any shutdown. "Shutdown" is defined as a lay off resulting from a temporary scheduled stoppage of production lines for a period greater than forty-eight (48) consecutive hours.

## **ARTICLE 23 TECHNOLOGICAL CHANGE**

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

In the event of a technological change occurring during the life of this Agreement which shall displace or adversely affect a significant number of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least ninety (90) days before the introduction of the technological change, and provide the Union

With the nature of the technological change, date of technological change, approximate number of employees likely to be affected and the effect of the technological change in the bargaining unit.

- (b) The Employer and the Union will meet as soon as possible prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interests of the employees affected.



- (c) The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Employer agrees to make reasonable efforts to transfer displaced employees to other positions, where possible. The Union shall cooperate in this adjustment process, including encouraging retraining where necessary.

23.02 Section 23.01 is intended to assist employees affected by any technological change and accordingly The Labour Relations Act of Manitoba (Technological Change Sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

## **ARTICLE 24 WAGES / NEW CLASSIFICATIONS**

24.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement.

24.02 If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new classification. If the Employer and the Union cannot reach agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

24.03 Employees will be paid every second Friday by way of direct deposit to the financial institution of the employee's choice. Employees will continue to receive their itemized pay statement at work every second Friday. Employees without bank accounts will be paid by cheque.

## **ARTICLE 25 TEMPORARY EMPLOYEES**

25.01 The Employer may employ temporary employees on the following basis:

Temporary employees will be allowed on the payroll as follows:

- (a) For up to two (2) weeks every month for absenteeism to replace an equal number of employees who are absent;
- (b) Vacation relief to a maximum of three (3) temporary employees to replace an equal number of employees who are on vacation; and

25.02 No employee will work less than his full week's work because of temporary employees performing his normal work and no temporary employee will be hired while there are regular employees on layoff who are immediately available and willing to perform the work and who have the qualifications and skill to perform the work in an efficient manner.

25.03 Should a temporary employee work more than six (6) consecutive weeks of more than thirty (30) hours averaged per week they will become a union member and be paid at the rate of pay in Appendix "B" and be entitled to everything under this agreement.

25.04 In the event that the Employer believes more temporary employees are needed, the Union agrees to meet with the Employer immediately to discuss the possibility of allowing the Employer to hire additional temporary employees. Such permission shall not be unreasonably denied by the Union.

## **ARTICLE 26 COURT'S DECISION**

26.01 In the event of any articles 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 27 MERGER OF BUSINESS**

### **27.01 Sale of Business**

If the Employer sells the business, they shall inform the other person or employer buying the business that there is an existing Collective Agreement in effect, and that as a condition of any such sale, the other person or employer buying the business shall assume all responsibilities and obligations accruing by virtue of the Collective Agreement, and that the other person or employer buying the business shall agree to continue to operate the business in the City of Winnipeg.

### **27.02 Merger of Business**

If the Employer merges the business with another person or employer, they shall inform the other person or employer merging with the business that there is an existing Collective Agreement in effect, and that as a condition of any such merger, the other person or employer merging with the business shall assume all responsibilities and obligations accruing by virtue of the Collective Agreement, and that the other person or employer merging with the business shall agree to continue to operate the business in the City of Winnipeg.

27.03 The Employer will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of any of its plants.

## **ARTICLE 28 DISCIPLINE / DISCHARGE**

28.01 A full-time Union Representative and/or Shop Steward, or in absence of a Shop Steward, another employee in the bargaining unit of the disciplined employee's choice, 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.

Where appropriate, the Union will be advised of the date, time and location of such meeting.

The above will not apply when, due to unusual circumstances an employee must be notified of discipline or discharge by mail.

28.02 The affected employee, the Shop Stewards and the Union, shall be given a copy of any disciplinary/discharge notice which is to be entered on an employee's personnel file. In all cases of written reprimand, suspension or discharge the Employer shall notify the affected employee, the Shop Stewards and the Union in writing of reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee and the Shop Stewards immediately, and a copy of said discipline or discharge notice shall be forwarded to the Union office within three (3) working days of the event.

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

28.04 The record of employees shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional adverse reports are written within the twelve (12) month period. If discipline (including reprimand or adverse reports) are processed for such employee within the twelve period, all will remain on file until twelve months following the date the last such discipline was issued, unless it was removed through the grievance process.

## **ARTICLE 29           ADJUSTMENT OF GRIEVANCES**

29.01           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.

### 29.02           **Information**

Where the Union requires information regarding a grievance respecting hours of work or seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union.

### 29.03           **Interview of Employees**

The Employer agrees, whenever interviewing employees for the purpose of their work record, which interview is to be recorded on the employee's personnel file, that a Shop Steward shall be present at all times unless the employee involved waives this right.

### 29.04           **Steps of the Grievance Procedure**

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

29.05           All grievances shall be submitted in writing.

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

**STEP 1:**       By a discussion between the employee and/or the Union Representative with the plant manager or his or her designate. The plant manager or his or her designate shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative may proceed to Step 2.

**STEP 2:**       The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

29.07 If a satisfactory settlement cannot be reached, then upon a final written decision of either party, the matter may be referred to an arbitrator. The arbitrator to be selected in accordance with Article 29, Arbitration.

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

### **ARTICLE 30      ARBITRATION**

30.01 If the Union and the Employer cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrators herein set forth on a rotating basis:

A. Blair Graham, Q.C.  
Gavin Wood  
Colin Robinson

If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act, they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

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. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator who is willing to convene a hearing within twenty-eight (28) days from the date of their selection.

30.02 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.

30.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement.

30.04 The arbitrator shall not be vested with 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 determination of a subject matter not covered by or arising during the term of this Agreement.

30.05 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 he or she deems equitable.

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

30.07 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.

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

30.09 The Employer and the Union mutually agree to utilize the Mediation Services that are available to the parties with respect to any grievance that may be referred to expedited arbitration as provided for under Provincial Legislation.

## **ARTICLE 31 BULLETIN BOARD**

31.01 The Employer agrees that during the term of this Agreement, it shall allow the Union to install its own bulletin board and shall 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 location.

31.02 The Employer shall permit the Union to install the Union's decal on the front door and/or front window of the Employer's premises or such other location as may be mutually agreed to between the Employer and the Union. The decal will be placed in a location which is clearly visible to those visiting the workplace.

## **ARTICLE 32 EQUIPMENT / CLOTHING APPAREL**

32.01 The Employer agrees to supply equipment or clothing apparel necessary in order to perform the Employer's work, including hairnets, smocks, aprons, knives, wet stones, steels, freezer coats and pants, garbage mitts, winter headgear as appropriate, ear plugs, goggles and sleeves.

32.02 The Employer shall make a payment of seventy five (\$75.00) dollars to employees for each six (6) months of employment in lieu of supplying rubber boots. Payments shall be made on June 1st and December 1st of each year.

If, in future, safety footwear is determined, by the joint workplace health and safety committee or provincial legislation, to be mandatory for some or all employees, the Employer will pay the full cost of such mandatory safety footwear for all employees required to wear them.

32.03 The Employer will provide lockers for the use of each individual employee.

### **ARTICLE 33 DISCRIMINATION / HARASSMENT**

33.01 The parties agree that there should be no discrimination or harassment in the workplace contrary to law (including particularly on the basis of 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, family status, sexual orientation, political belief, physical or mental disability, or conviction for an offence for which a pardon has been granted) and that they and all employees shall cooperate in efforts to ensure that in fact there is no such inappropriate behaviour. In that regard, the parties state as follows:

- (a) any employee who believes that s/he has been harassed or discriminated against is encouraged to report such misconduct to the Employer and the Union; and
- (b) such reports shall be dealt with in confidence and as expeditiously as possible, respecting the dignity of the complainant and the right of the alleged harasser to due process.

### **ARTICLE 34 LIE DETECTOR TESTS**

34.01 The Employer agrees it will not ask, request or compel an employee to take a polygraph or similar lie detector test.

### **ARTICLE 35 PAST PRACTICES / BENEFITS**

35.01 The Employer shall not take away, restrict and/or reduce any past practice and/or benefit that has been available to employees as follows:

- Christmas lunch
- Christmas turkey
- free coffee, sugar & cream and machine
- staff discounts

**ARTICLE 36 HEALTH AND WELFARE**

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

**ARTICLE 37 WORKERS COMPENSATION BENEFITS**

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

37.02 The Employer agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift, providing the employee files a Workers Compensation claim which is accepted and a medical certificate from a duly qualified medical practitioner.

**ARTICLE 38 JOINT LABOUR MANAGEMENT COMMITTEE**

38.01 The parties agree to a Joint Labour Management Committee comprised of the Shop Stewards and management representatives (the number not to exceed the number of Union Stewards on the committee). The committee shall meet on a quarterly basis.

38.02 The Joint Labour Management Committee will discuss items of mutual concern, but not Union grievances which have already been filed. Where possible the parties will each submit the items they wish to discuss prior to the meeting.

The Joint Labour Management Committee will discuss the issue of creation of full-time or unposted full-time jobs, on an as-needed basis.

38.03 Minutes of the meeting will be kept and distributed to the members of the committee and the Union. The Union Representative will be entitled to attend Joint Labour Management meetings.

**ARTICLE 39 APPENDICES AND LETTERS OF UNDERSTANDING**

39.01 The Employer agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the letter itself.





## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Paid Sick Leave

A-1.01 In the event of a non-occupational sickness or accident, employees shall be entitled to the following sick leave with pay:

- (a) employees who have completed their probation period and have less than four (4) years continuous service shall be entitled to a maximum of three (3) paid sick days per year payable on the second consecutive day of absence from work.
- (b) employees who have completed four (4) or more years of continuous service shall be entitled to a maximum of three (3) paid sick days per year payable from the first day of absence.
- (c) employees who have completed fifteen (15) or more years of continuous service shall be entitled to a maximum of four (4) paid sick days per year payable from the first day of absence.

A-1.02 The Employer and the Union will meet with an employee who is taking an unusual amount of time off work to provide such employee with a means to develop an action plan for regular attendance in future or to provide accommodation, if possible.

#### A-2 RRSP / Canada Savings Bonds

A-2.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

#### A-2.02 Canada Savings Bonds

The Employer agrees to arrange for and make payroll deductions for employees who wish to buy Canada Savings Bonds.

### **A-3 Health Benefits Fund**

A-3.01 Each employee who has completed their probationary period and have been employed with the Company for less than ten (10) years, shall be eligible for one hundred (100%) of the cost of the eligible expenses listed in A-3.02, for themselves and their dependents, to a maximum of two hundred and seventy five (\$275.00) dollars per employee per calendar year. Those employees who have been employed ten (10) years or more with the Company shall be eligible for one hundred (100%) of the cost of the eligible expenses listed in A-3.02, for themselves and their dependents, to a maximum of three hundred and thirty-five (\$335.00) dollars per employee per calendar year.

A-3.02 Employees must present a receipt in order to be eligible for payment. Items eligible for reimbursement from the Health Benefits Fund include, but are not limited to the following:

- Prescription eye ware (frames, lenses and contacts);
- Eye appointments;
- Dental appointments and procedures;
- Prescription drugs;
- Ambulance;
- Private Duty Nursing;
- Diagnostic and X-Ray Services;
- Oxygen;
- Diabetic Supplies and equipment;
- Ostomy Supplies;
- Speech Aids;
- Other Practitioners: chiropractor, speech therapist, massage therapist, clinical psychologist, osteopath, chiropodist/podiatrist, physiotherapist, acupuncturist and naturopath;
- Prosthetic Appliances;
- Medical Supplies and Equipment;
- Orthopedic Shoes and Equipment;
- Hearing Aids; and
- Smoking Cessation Products

A-3.03 If there is a question as to whether an expense should be covered by the Health Benefits Fund, the Employer will meet with the union representative to resolve the matter in an expeditious manner.

### **A-4 Retirement Savings Plan**

A-4.01 The Employer shall provide for a retirement savings plan to which all employees shall have the option to contribute up to three and a half (3.5%) percent of their gross earnings, and the Company will match this amount.

A-4.02 Employees who choose to participate in the Plan shall have the choice of contributing one (1%) percent, two (2%) percent, three (3%) or four and a half (4.5%) percent of their gross earnings which the Employer shall match, up to a maximum of three and a half (3.5%) percent.

A-4.03 All employees who choose to participate in the Plan shall start contributions to the Plan on January 1<sup>st</sup>, 2005 or on January 1<sup>st</sup> of any subsequent calendar year. Newly hired employees will serve a qualifying period of one year before becoming eligible.

A-4.04 The plan shall be administered by Great West Life and shall be subject to the provisions of Policy/Plan Number 61200.

A-4.05 Employees who choose to participate in the Plan shall be provided with a written document which outlines the different contribution options and an annual statement from the Plan administrator.

**APPENDIX “B”**

**WAGES**

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

<b>Classification</b>	<b>Current</b>	<b>01-Feb-23</b>
<b><u>General Labour</u></b>		
Start	<b>\$15.55</b>	<b>\$15.55</b>
After Probation	<b>\$16.50</b>	<b>\$17.10</b>
After 12 months service	<b>\$18.50</b>	<b>\$19.10</b>
<b><u>Shipper / Receiver</u></b>		
Start	<b>\$15.55</b>	<b>\$15.55</b>
After Probation	<b>\$16.50</b>	<b>\$17.10</b>
After 12 months service	<b>\$18.50</b>	<b>\$19.10</b>
<b>Employees with 5 or more years' service</b>	<b>\$19.70</b>	<b>\$20.45</b>

**B-2 Overscale Employees**

Overscale employee shall receive the same wage increases on their hourly rate of pay as other employees on the top scale in the bargaining unit in their classifications receive. Names and rates of pay of overscale employees will be listed in a Letter of Agreement attached to the collective agreement.

**B-3 Minimum Wage Gap**

In the event the Province of Manitoba changes the minimum wage during the life of this Agreement, the new start rate will be twenty-five (25¢) cents above the new minimum wage effective the date of the minimum wage increase.

**B-4 Retroactive Pay**

All employees shall receive full retroactive pay to February 1, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

## 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 **J. C. Foods 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 Shop" 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 (1412 Portage Avenue, Winnipeg MB R3G OV5) 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 (D/M/Y)	U.S. INSURANCE NO.	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE		
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)		
COMPANY NAME	TITLE/NO. LOCATED			DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby declare my application for membership in the United Food & Commercial Workers International Union and confirm the above statements are true. I agree that all monies paid by me shall be forwarded to the Union. I have read and understand the United Food & Commercial Workers International Union's constitution and bylaws and agree to abide by them. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to pay the initiation fee and dues to the Union as required. I agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
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) 786-3655 or 1-888-832-9832.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**J. C. FOODS LTD.** in the City of Winnipeg, 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".

**RE: New Positions**

The Employer and Union agree the following positions shall be added to the Collective Bargaining Agreement (CBA).

**Lead Hand**

Two (2) lead hand positions, one (1) for Ready to Eat (RTE) and one (1) for Production.

Effective on the date this Letter of Understanding (LOU) is signed, Angela Trupp shall fill the RTE Lead Hand position and Bev Schoenberg shall fill the Production Lead Hand position. Any vacancies there after shall be filled in accordance with Article 22 of the CBA.

Lead Hands shall be paid an additional one (\$1.00) dollar per hour Lead Hand premium for all hours worked and or paid. The Lead Hand premium shall be inclusive of all Overtime, Vacation and General Holiday pay.

The duties and responsibilities of the Lead Hand shall be consistent with current duties and responsibilities, overseeing their assigned work areas. Duties may vary from time to time within reason and additional work may be assigned within reason and in keeping with current workloads.

**Janitorial**

One (1) new Janitorial position shall be created and posted in accordance with Article 22 of the CBA.



Duties shall be basic cleaning and maintaining of the workplace. In addition, the Janitor position may be used to temporarily relieve vacations or unexpected absences in the production area.

The Janitorial position shall be paid in accordance with the General Labour wage scale contained in Appendix "B"

This LOU shall form part of the CBA.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_

\_\_\_\_\_

## **LETTER OF UNDERSTANDING #1**

BETWEEN:

**PRAIRIE CHEF GOURMET FOODS** in the City of Winnipeg, 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".

### **RE: 2024 Vacation Entitlements**

On April 5, 2023, J. C. FOODS LTD (JC) ceased to exist and was purchased by Prairie Chef Gourmet Foods (PC). PC began operations immediately on April 6, 2023. For the purpose of this Letter of Understanding (LOU) and for ease of reference, PC's operation will assume to have begun on April 1, 2023. All pay and entitlements shall begin with PC starting April 1, 2023.

The purpose of this LOU is to identify 2024 vacation entitlements and pay for all full-time employees employed with JC and continued employment with PC as of April 1, 2023.

Article 13 of the Collective Bargaining Agreement (CBA) sets out all vacation parameters, including pay and entitlements. The vacation year for employees is January 1 to December 31. Full-time employees accrue vacation pay throughout the year to be used as paid vacation in the following year.

The following outlines what has happened to the date of this LOU in 2023

- Upon terminating JC, all employees received a final pay which contained all outstanding vacation pay for the 2023 entitlements and all the accumulated pay between January 1, 2023 and April 1, 2023.
- This means employees were given an advancement of their 2023 vacation pay and part of their 2024 vacation pay by the old employer.
- This left employees with no accrued vacation pay in 2023 or from January 1, 2023 to April 1, 2023 (1/4 of the yearly accumulation).
- April 1, 2023, PC began operations. Employees accumulated vacation pay as normal going forward.
- All employees maintained all terms of the CBA including their seniority and years of service when PCGF began operations.
- Employees were able to take vacation with pay during 2023 so long as they had accrued the pay.

- This option was given so employees could take time off in 2023 without loss of pay. By using this option, it would take away from vacation pay in 2024.

## **2024**

- 1) All employees will be entitled to all of their vacation time as outlined in Article 13.
- 2) Vacation pay for 2024 will be based on the pay accumulated from April 1, 2023 to December 31, 2023.
- 3) Any paid vacation days used between April 1, 2023 and December 31, 2023 will be deducted from point two (2)

Example: Full-time twenty-five (25) year employee with six (6) weeks of vacation who used two (2) paid days between April 1, 2023 and December 31, 2023.

2024 vacation entitlement –

- Six (6) weeks vacation time,
- one hundred and sixty-four (164) hours of pay

## **2025 forward**

All vacation pay shall return to full amounts based on pay accumulated in 2024

Example: Full-time twenty-five (25) year employee with six (6) weeks of vacation

2025 and forward entitlement –

- Six (6) weeks vacation time, six (6) weeks of pay or two-hundred and forty (240) hours.

The parties recognize this issue was unforeseen and unintended. Information regarding the transition of vacation from one employer to another was unknown until the parties entered preliminary discussions during negotiations. The parties recognize the importance of clarifying the entitlements for 2024 prior to the beginning of the calendar year.

Where there is a conflict between the Collective Bargaining Agreement and this LOU #1, this LOU #1 shall apply.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 13<sup>th</sup> DAY OF December, 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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