

**KROWN PRODUCE**

FROM: June 1, 2021

TO: May 31, 2025

# 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



# KROWN PRODUCE

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**EXPIRY DATE: MAY 31ST, 2025**

AGREEMENT BETWEEN:

**KROWN PRODUCE**, 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 METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT 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 collective bargaining agency for all employees of Krown Produce in the City of Winnipeg, in the Province of Manitoba, save and except Supervisors, Assistant Managers, Managers, Office Staff, those above the rank of Supervisor, and those excluded by the Act.

1.02            The Employer shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees in Excel format, whenever a written request to do so is received from the Union, to a maximum of twice (2x) per calendar year.

1.03 All employees of the employer who are excluded from the bargaining unit shall not perform any work that can be performed by members of the bargaining unit unless no bargaining unit member is available, willing, able and capable of performing the normal functions of the job requirements, save and except where needed in order to meet a pressing deadline.

## **ARTICLE 2 DEFINITIONS**

### **2.01 Full-time Employee**

A full-time employee shall be a person who is normally scheduled to work not less than forty (40) hours per week consisting of five (5) consecutive eight (8) hour work days from Monday to Sunday inclusive. This schedule will not be considered a guarantee of work.

### **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 calendar week.

### **2.03 Masculine or Feminine Gender**

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

### **2.04 Promotion**

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

### **2.05 Demotion**

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

### **2.06 Layoff**

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

2.07 **Family Member**

Family member, when used in this collective agreement, is defined broadly (as in Manitoba's employment standards legislation).

Children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews are all considered family. The definition also includes those who are not related, but are considered a family member.

**ARTICLE 3 NO CONTRACTING OUT**

3.01 The Employer shall not contract out work for the purpose of laying off bargaining unit members or reducing the hours of bargaining unit members.

**ARTICLE 4 UNION SHOP**

4.01 The Employer shall 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 shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

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

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

4.04 The Employer shall 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 in Excel format.

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

5.01            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 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 electronic remittance of the names and social insurance numbers of the employees in Excel format for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

5.02            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.

## **ARTICLE 6            PROBATIONARY PERIOD**

6.01            Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days of employment. 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 articles of this Agreement.

## **ARTICLE 7            HOURS OF WORK**

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

The basic work week for full-time employees will normally be forty (40) hours to be worked in five (5) consecutive shifts at eight (8) hours per day from Monday to Sunday inclusive. This schedule shall not be considered a guarantee of work.

Sincere effort will be made to schedule five (5) consecutive shifts of work. Recognizing, however, that Sunday is a peak volume day for work, in order to maximize hours, employees may be scheduled Saturday and one other weekday off in each calendar week.

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

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



7.03                    **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 two (2) general holidays occur 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                    **Work Schedules**

The Employer shall post a weekly work schedule for all employees not later than Thursday noon of each week for the following week. Said schedule shall include the starting and expected quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday noon, then the schedule already posted shall apply for the following week. Said schedule may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least twenty four (24) hours notice of change must be given, or one (1) hour additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice.

7.06                    **Time Clock**

The Employer shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their time cards upon request. The Employer shall forward photocopies of all completed time cards to the Union office whenever a written request to do so is received from the Union. The Union shall reimburse the Employer for the cost of photocopying. Employees shall be paid for all time worked.

7.07                    **Wall Clock in Production Area**

The Employer will provide a wall clock, which is synchronized with the time clock, in the production area that is visible to employees who are not allowed to wear watches in the workplace.

**ARTICLE 8**            **MEAL AND REST PERIODS**

8.01                    **Meal Periods**

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

8.02                    **Rest Periods**

- (a)     A person working a daily shift of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b)     A person working a daily shift of five (5) hours or more but seven (7) hours or less shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above.
- (c)     A person working a daily shift of more than seven (7) hours shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.
- (d)     Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

8.03                    Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive 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 at the conclusion of each additional two (2) hours of overtime worked.

**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 calendar week shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

9.02                    All employees working on general holidays as designated in Article 10 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional time and one-half (1½) said hourly rate of pay for all such time worked.

9.03                    Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the ability and qualifications to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. It is further understood that the efficient operation of the business may require overtime, and in this event, if the senior employees so offered do not volunteer to work the overtime, the most junior employees on the shift, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work. The Employer shall not require an employee to work overtime if that employee has a compelling personal reason not to work the overtime.

9.04                    At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment. Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked. Banked overtime not used within three (3) months of being earned may be paid out at the Employer's option. An employee may request no more often than monthly the amount of time in their overtime bank, and the Employer will provide the answer by the end of the next business day.

**ARTICLE 10            GENERAL HOLIDAYS**

10.01                    The following days shall be recognized and considered as paid general holidays:

- |                |                                    |
|----------------|------------------------------------|
| New Year's Day | Civic Holiday (1st Monday in Aug.) |
| Louis Riel Day | Labour Day                         |
| Good Friday    | Thanksgiving Day                   |
| Victoria Day   | Remembrance Day                    |
| Canada Day     | Christmas Day                      |

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

10.02 In order for an employee to qualify for a general holiday with pay the employee must not have been voluntarily absent from his or her scheduled work day immediately prior to and following such holiday, and have worked fifteen (15) of the previous thirty (30) calendar days prior to such holiday. Vacation, or illness or injury which renders work impossible, or any other authorized leave of absence shall not disqualify an employee.

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

10.04 When a general holiday falls on a day when the Employer's operation is normally closed, the next working day shall be declared as the general holiday for which employees shall then receive time off with pay as referred to in this general holiday pay article. With the written consent of the Union, the day before the holiday may be declared as the general holiday instead of the day after.

10.05 Employees who qualify for General Holiday pay will receive eight (8) hours pay at their regular hourly rate of pay. Employees, who are disqualified from full general holiday pay as a result of 10.02 above, shall receive general holiday pay based on one-fifth (1/5) of their average weekly hours, excluding overtime, being paid for each general holiday, and calculated using the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

## **ARTICLE 11      MINIMUM SHIFT**

11.01 No full-time employee shall be scheduled to work for less than eight (8) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for a full four (4) hours at their appropriate hourly rate of pay, unless the earlier departure is by mutual consent.

11.02 No part-time employee shall be scheduled to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at his or her appropriate hourly rate of pay, unless the earlier departure is by mutual consent.

11.03 No full-time employee shall be called in to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full four (4) hours at his or her appropriate hourly rate of pay, unless the earlier departure is by mutual consent.

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

12.01            Any employee who is temporarily assigned to work in a higher paying classification for a minimum of four (4) continuous hours shall receive the higher rate of pay for all time so assigned, provided the employee advises the Employer at the start of the assignment that he or she believes that he or she is being assigned to work in a higher paying classification.

12.02            Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

## **ARTICLE 13            VACATIONS**

13.01            Full-time employees who, on January 1st of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire shall receive vacation pay in an amount equal to four (4%) percent of their total gross earnings during the period of employment for which no vacation allowance has been paid, up to January 1st. Said employees shall be allowed up to two (2) weeks of vacation time off without pay, all of which shall be taken during the time period of May 1st to September 30th inclusive, unless otherwise mutually agreed to between the employee and the Employer.

13.02            Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of two (2) weeks' vacation with pay at their regular hourly rate of pay or four (4%) percent of their total annual gross regular earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.03            Full-time employees who, on January 1st of each year, have five (5) years but less than twelve (12) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of three (3) weeks' vacation with pay at their regular hourly rate of pay or six (6%) percent of their total annual gross regular earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.04            Full-time employees who, on January 1st of each year, have twelve (12) years or more of continuous service with the Employer since their most recent date of hire, shall receive the greater of four (4) weeks' vacation with pay at their regular hourly rate of pay or eight (8%) percent of their total annual gross regular earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form.

13.05 Employees entitled to two (2), three (3) or four (4) 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 or eight (8%) percent as the case may be, of their total regular wages earned during the period of employment for which no vacation allowance has been paid.

13.06 Seniority shall be the governing factor in the choice of vacation in disputes between employees.

13.07 The vacation period for all employees in the bargaining unit shall be from May 1st to September 30th of each year unless the employee requests to take his or her vacation outside of this time period. Any such request shall not be unreasonably denied by the Employer.

13.08 With mutual agreement between the employee and the Employer, employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

13.09 The Employer shall post a vacation planner containing each employee's number of weeks of vacation entitlements by March 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 15th of each year the Employer shall post a finalized vacation schedule which cannot be changed except by mutual consent between the employee and the Employer. Employees who wish to take their vacations prior to March 1st shall be entitled to do so and in such event must notify the Employer in advance of all such time off required.

13.10 Vacation pay shall be paid to full-time employees prior to the beginning of the employee's vacation.

13.11 Part-time employees shall receive a vacation pay allowance each year based on their previous year's total gross regular earnings paid to them during the period of January 1st to December 31st inclusive. Entitlements shall be based on years of continuous service with the Employer as of December 31st of each year as outlined below:

	<b><u>Employment</u></b>	<b><u>Entitlement</u></b>
(a)	less than five (5) years of continuous employment since date of last hire	four (4%) percent of total gross earnings
(b)	five (5) years or more but less than ten (10) years of continuous employment since date of last hire	six (6%) percent of total gross earnings

- (c) twelve (12) years or more years of continuous employment since date of last hire                      eight (8%) percent of total gross earnings

13.12                      Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements, where operational needs permit and where the employee has provided at least four (4) weeks notice in writing.

13.13                      Vacation pay for part-time employees shall be paid during the month of January of each year and shall be issued to each part-time employee on paycheques that are separate and apart from the employee's normal earnings.

13.14                      A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits, pro-rated based on number of hours worked. This is conditional on the employee's service being continuous from part-time to full-time.

**ARTICLE 14                      MANAGEMENT RIGHTS**

14.01                      The management of the Employer and the direction of the working force, including the right to plan, direct and control Employer operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable Employer rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline, suspend or discharge employees for proper cause, are to be the sole right and function of the management.

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.

**ARTICLE 15                      NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

**15.01                      Notice of Layoff**

The Employer shall notify all employees who are to be laid off for a period greater than two (2) weeks, save and except in circumstances that are beyond the control of the Employer, ten (10) working days prior to the effective date of the layoff. In the event ten days prior notice is not provided, employees will be provided with two weeks pay, at their regular hourly rate of pay, in lieu of notice.

15.02

**Notice of Closure**

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, ten (10) working days prior to the effective date of such closure, unless legislation in Manitoba requires more notice be given. In such event, the Employer will provide notice and severance pay in accordance with such legislation.

**ARTICLE 16 STRIKES AND LOCKOUTS**

16.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

**ARTICLE 17 UNION REPRESENTATIVE'S VISITS**

17.01 Any duly authorized full-time representatives of the Union shall be entitled to visit all areas of the warehouse in which the bargaining unit employees normally perform their duties for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty. Such visits shall only occur after the Union Representative has notified the Warehouse Manager or, in his or her absence, another designated representative of management who is on duty at the time of the visit. Notification shall take place upon entering the Employer's premises and before proceeding on a visit.

17.02 The interview of an employee by a Union Representative shall be permitted after notifying the General Manager or, in his or her absence, another designated representative of management who is on duty at the time of the visit, 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 period 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 time as shall minimize interference with the employer's operation.



17.03 When on the Employer's premises, the full-time Union Representative shall observe all reasonable policies governing the Employer's operation. No such policies shall prohibit, prevent or unduly interfere with in any way the full-time Union Representative's rights that are provided for in this agreement.

## **ARTICLE 18 SHOP STEWARDS**

18.01 The Employer shall recognize a maximum of two (2) Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

18.02 With the prior consent of the Employer, Shop Stewards shall be allowed necessary time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances, but should the investigation occur during non-working time of the Shop Steward, the Employer shall not be responsible for any additional wages beyond the normal schedule. Time off to investigate grievances shall not be unreasonably denied.

18.03 The Employer shall not discriminate against any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement.

18.04 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

## **ARTICLE 19 LEAVES OF ABSENCE**

### **19.01 Personal Leave**

Subject to the needs of the business, a leave of absence without pay, for personal reasons, may be granted to an employee. A written application must be made by the employee to the Employer and written confirmation of said leave shall be given to the employee involved by the Employer and a copy shall also be sent to the Union office.

### **19.02 Union Leave**

A leave of absence without pay to attend to Union business may be granted to an employee. Four (4) 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.

19.03

**Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than five (5) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer.

19.04

**Negotiation Leave**

The Employer shall allow up to two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

19.05

**Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's family member the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed three (3) working days in total per calendar year. The purpose of this leave shall be to enable employees to attend to the needs of their family member including medical, dental, school or legal appointments that cannot be reasonably scheduled outside regular working hours.

19.06

**Jury Duty Leave**

All employees summoned to jury duty or jury selection shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

19.07

**Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

19.08

### **Bereavement Leave**

All employees shall be entitled to bereavement leave of up to three (3) working days with pay when the employee is to be absent from work due to a death in his or her immediate family. The term "immediate family" shall mean: father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, common law spouse, son, daughter, grandparents, grandparents-in-law, grandchild, daughter-in-law, or son-in-law. Immediate family includes step relationships.

All employees shall be entitled to bereavement leave of one (1) working day with pay when the employee is to be absent from work due to a death of a niece, nephew aunt or uncle.

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, when the funeral is held outside the city of Winnipeg. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

The Employer shall grant up to one day off with pay to any employee who acts as a pallbearer or eulogist at a funeral of a person who is not a member of the employee's immediate family. Such employee may be required to provide documentation confirming they were a pallbearer or eulogist at the funeral.

19.09

### **Maternity Leave**

A female employee who has been employed by the Employer for at least seven (7) consecutive months shall be eligible for a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

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

**Parental Leave****(A) Entitlements**

Every employee

- (a) who,
  - (i) becomes the natural parent of a child,
  - (ii) or assumes actual care and custody of his or her newborn child, or
  - (iii) adopts a child under the law of a province; and
- has been employed by the Employer for at least seven (7) consecutive months
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

**(B) Commencement of Leave**

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, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

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

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

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

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, unless the position has been deleted in which case they shall be reinstated to a comparable position at the same rate of pay.

19.11 **Child Bearing Support Leave**

Employees, who are not actually bearing the child and are not on maternity leave, shall be granted a one (1) day child bearing support leave of absence, with pay, which must be taken within seven (7) calendar days following the birth of child. Said employees shall also be entitled to an additional seven (7) calendar days off, without pay, if they so desire. Child bearing support leave shall be in addition to any parental leave the employees may be entitled to.

19.12 **Compassionate Care Leave**

In accordance with legislation in Manitoba, an employee will be granted compassionate care leave of up to 28 weeks, without pay, to care for a terminally ill family member. Such employee will be eligible for bereavement leave in Article 19.08.

19.13 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this article shall be made in writing.

19.14 **Domestic Violence Leave**

In accordance with legislation in Manitoba, an employee will be granted domestic violence leave to:

- (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence

- (ii) obtain services from a victim services' organization
- (iii) obtain psychological or other professional counselling
- (iv) temporarily or permanently relocate to a safe place
- (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.

19.15                    **Critical Illness of a Child Leave**

In accordance with legislation in Manitoba, an employee will be granted critical illness of a child leave without pay to allow him/her as a parent to provide care and support for a critically ill child who is under eighteen (18) years of age.

19.16                    **Disappearance or Death of a Child Leave**

In accordance with legislation in Manitoba, an employee will be granted disappearance or death of a child leave if he/she is the parent of a child, under the age of eighteen (18), who has disappeared or died as a result of a crime:

19.17                    **Organ Donation Leave**

In accordance with legislation in Manitoba, an employee will be granted organ donation leave to donate an organ or tissue to another individual.

**ARTICLE 20            SENIORITY**

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

20.02                    Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence.

20.03                    An employee shall cease to have seniority rights and his or her 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) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within seven (7) calendar days of receiving a registered letter sent to his or her last known address;
- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

20.04 In cases of layoff, recall, promotion, demotion, transfer, filling vacancy or changes between full time and part time status, the selection shall be based on seniority, merit, skill and ability. Daily available hours of work will be scheduled on the same basis.

20.05 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

20.06 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 and 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.

20.07 No full-time employee shall be laid off and/or reduced to part-time status by the Employer unless all part-time employees have been laid off first.

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

20.09 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

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

## **ARTICLE 21            TECHNOLOGICAL CHANGE**

21.01            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 that results in the layoff of a significant number of bargaining unit employees.

21.02            In the event of a technological change occurring during the term of this Agreement which shall displace a significant number of the employees in the bargaining unit, the Employer shall advise the Union at least ninety (90) calendar days before the introduction of the technological change. The Employer and the Union shall meet as soon as possible and not later than thirty (30) calendar days prior to the intended date of the implementation of the technological change for the purpose of negotiating reasonable provisions relating to the affected employees. Reasonable provisions shall include but not be limited to job retraining. If the Union and the Employer fail to agree upon such provisions the matter may be referred by either party to arbitration.

21.03            This article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Employer and the Union.

## **ARTICLE 22            SAFETY AND HEALTH**

22.01            The Employer agrees to establish a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. A full-time Union Representative may also attend these meetings from time to time. 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 provided with a copy of these minutes via fax or email. 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.

22.02            All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 22.01 above.

22.03            The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars,



courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit, per calendar year.

22.04 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 Supervisor and then the joint Labour/Management Safety and Health Committee.

22.05 First aid stations and eye wash stations shall be provided for and maintained at various locations on the Employer's premises and shall be available for employees to use when they are at work.

22.06 The Employer shall provide each employee in the bargaining unit with a locker so as to enable said employees to securely store their own personal property while at work.

22.07 **Safety And/Or Health Hazard Injury/Illness Prevention**

In situations where an employee believes that safety and/or health hazard exists, including line speeds, such employee shall first report their concerns to their supervisor; failing resolution of the concerns by the supervisor such employees shall report their concerns to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or a health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that they are capable of doing and shall continue to receive full pay even though they are refusing to perform that particular job function.

**ARTICLE 23 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

23.01 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. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

23.02 Hourly rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an

Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

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

23.04 Employees shall be paid, by direct deposit to a financial institution of the employee's choice, prior to noon of every second Thursday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

## **ARTICLE 24 COURT'S DECISION**

24.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

## **ARTICLE 25 DISCIPLINE/DISCHARGE**

25.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged. A full-time Union Representative shall be entitled to attend any such meeting providing he or she is readily available to do so.

25.02 All disciplinary meetings shall be held in private and shall normally take place in a location on the Employer's premises.

25.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and shall be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved, immediately, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within twenty-four (24) hours of the event.

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

## **ARTICLE 26 ADJUSTMENT OF GRIEVANCES**

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

26.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.03 All grievances must be submitted in writing.

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

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Manager or his or her designated appointee. The Manager or his or her designated appointee 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 and/or employee may proceed to Step 2.

STEP 2: The Union Representative 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 shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

26.05 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 27.

26.06 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 beyond those covered by the Province shall be borne equally by the Employer and the Union.

26.07 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 written agreement between the Union and the Employer.

## **ARTICLE 27      ARBITRATION**

27.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

The parties agree that the following list of arbitrators shall be used on a rotation basis, and only if none of them is available and willing to serve will the selection be referred to the Manitoba Labour Board:

1. Gavin Wood
2. Colin Robinson
3. Blair Graham, Q.C.

27.02 Unless otherwise mutually agreed to between the Union and the Employer, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of his or her appointment.

27.03 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.

27.04 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 and shall render a decision as soon as reasonably possible.

27.05 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 that 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.

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

27.07 The findings and decisions of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

27.08 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.

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

## **ARTICLE 28 BULLETIN BOARD**

28.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. The Union agrees not to post any items on its bulletin board that are offensive to the Employer.

## **ARTICLE 29 WORKERS COMPENSATION BENEFITS**

### **29.01 Reporting Workplace Injury or Illness**

Employees suffering a workplace illness or injury shall complete the "Notice of Injury" (Green Card) which shall be readily available in the workplace. If the workplace injury or illness requires treatment by a healthcare professional, the employee shall inform Human Resources within two (2) working days of receiving the treatment (whether they are required to take time off work or not) so a report of the accident/illness can be filed with the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided in a timely manner.

29.02 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 30 HARASSMENT POLICY**

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

30.02 Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle, intimidate, or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted.

30.03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

30.04 It is both the right and responsibility of any employee who believes that he or she has been subjected to harassment to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The name of the complainant or alleged harassers or the circumstances related to the complaint, will not be disclosed unless: a) disclosure is necessary to investigate the complaint or to apply corrective action or b) is required by law. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

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

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

### **ARTICLE 31 UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT**

31.01 The Employer shall supply each employee who requires same with a hairnet and apron to wear during working hours. The Employer shall repair or replace these items on an ongoing basis as the need arises. Costs will be borne by the Employer for normal wear and tear to these items. In the event HACCP (Hazardous Analyses of Critical Control Points) regulations and client safety and food handling, repacking regulations allow the wearing of smocks, the Employer will supply smocks to employees who request them on the same basis as aprons are supplied.

31.02 Employees **with at least one (1) year of service who are** required by the Employer to wear safety boots in the workplace will be reimbursed by the Employer for up to **one hundred and twenty-five (\$125.00)** dollars per year for CSA approved safety boots. The Employer will not have to contribute towards the cost of boots damaged through the deliberate or negligent action of the employee.

**31.03 Employees working in Shipping and Receiving, and Drivers, will be provided seventy-five (\$75.00) dollars every two (2) years starting after the first year of employment which they may use towards the cost of a suitable jacket for use at work.**

### **ARTICLE 32 EDUCATION AND TRAINING TRUST FUND**

32.01 The Employer shall contribute four hundred (\$400.00) dollars on June 1st of every year of this agreement into the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund.

32.02 The Union will invoice the Company prior to June 1st of every year to receive payment.

### **ARTICLE 33 EXPIRATION AND RENEWAL**

33.01 This Agreement shall be in effect from June 1st, **2021** and shall remain in effect until May 31st, **2025**, 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.

33.02 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.

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

**SIGNED THIS DAY OF , 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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\_\_\_\_\_  
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\_\_\_\_\_

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\_\_\_\_\_  
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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Paid Sick Leave Benefits

After **one (1)** year of service an employee becomes entitled to sixteen (16) hours of paid sick leave per calendar year. After three (3) years of service, an employee becomes entitled to twenty four (24) hours. After five (5) years of service or more an employee will be entitled to thirty-two (32) hours of paid sick leave per calendar year. Unused sick leave can be accumulated to a maximum of forty (40) hours. To qualify, the employee must see her or his doctor while ill and provide medical certification to the Employer to verify the necessity of the absence. Notwithstanding the foregoing, where management requests the employee leave the workplace on account of illness, the employee shall not be required to produce medical certification to justify absence of up to two (2) days. In January of each year, the employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time. Unused sick leave shall not be paid out on termination of employment.

#### A-2 Lump Sum Payment

Each employee employed at the time of ratification will be paid a lump sum payment of **five hundred (\$500.00)** dollars upon execution of the agreement, on a separate cheque.

#### A-3 Group Retirement Savings Plan Benefits

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.

## APPENDIX “B”

### WAGES

#### B-1

	Current	June 1, 2021 2.25%	June 1, 2022 2.25%	June 1, 2023 2.25%	June1, 2024 2.25%
Job Classification					
Production					
Start	\$12.65	<b>\$12.93</b>	<b>\$13.23</b>	<b>\$13.52</b>	<b>\$13.83</b>
Shipping/Receiving					
Start	\$15.84	<b>\$16.20</b>	<b>\$16.56</b>	<b>\$16.93</b>	<b>\$17.31</b>
After Probation	\$17.11	<b>\$17.49</b>	<b>\$17.89</b>	<b>\$18.29</b>	<b>\$18.70</b>
Driver					
Start	\$15.84	<b>\$16.20</b>	<b>\$16.56</b>	<b>\$16.93</b>	<b>\$17.31</b>
After Probation	\$17.11	<b>\$17.49</b>	<b>\$17.89</b>	<b>\$18.29</b>	<b>\$18.70</b>

#### B-2 Minimum Wage Adjustment

In no event will any rate in B-1 above be less than twenty-five (\$0.25) cents above the hourly minimum wage rate in the Province of Manitoba. If necessary due to a change in the minimum wage rates, Appendix B will be amended to give effect to this provision.

#### B-3 Retroactive Pay

All employees shall receive full retroactive pay to June 1st, **2021** 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


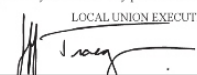
### TO: THE NEW OR REHIRED EMPLOYEE:

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 Krown Produce 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		 <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)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		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. (Cross out if you do not agree.)	
COMPANY NAME	TOWN/NO./LOCATI	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 that the information provided in this application for membership in the United Food & Commercial Workers International Union and in the above statements are true. I agree that all monies paid by me shall be forfeited and I shall not be eligible for a refund if I am not accepted for membership in the United Food & Commercial Workers International Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has privacy and protection of personal information policies and procedures that govern the use 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: 	

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