

**VERSACOLD CORPORATION
WAREHOUSE AND DISTRIBUTION
SERVICES**

FROM: June 1, 2019

TO: May 31, 2023

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



VERSACOLD CORPORATION WAREHOUSE AND DISTRIBUTION SERVICES

Table of Contents

	<u>ARTICLE</u>	<u>PAGE</u>
Access to Personnel File	25	21
Amount of Vacation Pay	18.02	14
Bargaining Unit Work	2	1
Bereavement Leave	22.02	18
Boot Allowance	20.05	16
Bulletin Boards	19	16
Call Back Pay/Meal Breaks	10.02	7
Clothing	20	16
Compassionate Care Leave	22.03	19
Current Unionized Supervisors/Assistant Supervisors	Ltr	32
Deduction of Union Dues	4	2
Definitions	6	3
Demotion, Definition of	6.03	3
Designation of Lead Hand	26.02	22
Discipline and Discharge	25.02	21
Duration of Agreement	32	24
Early Retirement Incentive	30	23
Education and Training Trust Fund	Appendix C	30
Employment Benefit Plan	Appendix B	27
Engineers Limited Use of Highstacker	Appendix D	31
Evening Shift Premium	12.01	9
Exhibit One	Form	34
Family Responsibility Leave	22.10	20
Floating Holidays	17.05	13
General Holidays	17	13
Harassment Prevention Policy	21.09	18
Hours of Work/Overtime	11	8
Joint Labour Management Meetings	31	24
Jury Duty/Witness Leave	22.05	19
Layoff, Definition of	6.01	3
Lead Hand Premium	12.03	9
Leave Authorization	22.01	18
Leave of Absence for Union Position	22.07	20
Leaves of Absence for Union Business	22.06	19
Leaves of Absence	22	18

Management Rights	3	2
Masculine or Feminine, Definition of Gender	6.04	4
Membership	5	2
Minimum Call-in	10.01	7
Negotiation Leave	22.08	20
Night Shift Premium	12.02	9
No Discrimination	24	21
Notice of Layoff	28.01	23
On Call Pay for Engineers	10.03	7
Parental/Maternity Leave	22.09	20
Part-time Employees	15	11
Personal Leave	22.04	19
Plural or Singular, Definition of	6.05	4
Potential Ten (10) Hour Shifts	Ltr.	33
Premium Pays	12	9
Promotion, Definition of	6.02	3
Promotions and Vacancies	16	12
Recognition	1	1
Relieving Rates of Pay/Temporary Assignments	29	23
Reporting Allowance and Hours of Work, Etc.	10	7
Rest Periods	13	9
Safety and Health	21	17
Safety And/Or Health Hazard Injury/Illness Prevention	21.08	18
Schedule of Hourly Basic Wage Rates	Appendix A-1	25
Selection of an Arbitrator	8	5
Seniority and Classification By Departments	26	22
Seniority	14	10
Settlement of Grievances	7	4
Severance Pay	28.02	23
Slowdowns or Interruption of Production	23.01	21
Strikes and Lockouts	23	21
Strikes or Lockouts During the Life of the Agreement	23.02	21
Union Representative's Visits	27	22
Vacations	18	14
Wages	Appendix A	25
Wages, Referral and Pay Days	9	7

EXPIRY DATE: MAY 31, 2023

AGREEMENT BETWEEN:

**VERSACOLD CORPORATION,
WAREHOUSE AND
DISTRIBUTION SERVICES, 200
Dawson Road, Winnipeg,
Manitoba, hereinafter referred to
as the "Company"**

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: IT IS THE INTENT OF THIS AGREEMENT TO MAINTAIN A
HARMONIOUS RELATIONSHIP BETWEEN THE COMPANY AND ITS EMPLOYEES,
TO PROVIDE FOR THE PROMPT AND EQUITABLE SETTLEMENT OF
GRIEVANCES, DISPUTES AND DIFFERENCES THAT MAY ARISE AND TO
MAINTAIN FAIR WAGES, HOURS AND WORKING CONDITIONS FOR THE
EMPLOYEES OF THE COMPANY.**

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agent for all employees of its plant located at 200 Dawson Road, save and except the General Manager/Superintendent, Supervisor - Warehousing Solutions, Chief Engineer and office staff, and those excluded by the Act.

ARTICLE 2 BARGAINING UNIT WORK

2.01 Employees excluded from the bargaining unit are not to be assigned jobs within the bargaining unit.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 The Union agrees that it is the right of the Company:

- (a) to hire, promote, demote, transfer, layoff, discharge for just cause;
- (b) to operate and manage its business in all respects and to make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

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

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

ARTICLE 4 **DEDUCTION OF DUES**

4.01 The Company agrees to deduct from the wages of each employee, such weekly Union dues, initiation fees and assessments as are authorized by the Union. The Company 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 Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names, Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name change of employees **in Excel format**.

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

ARTICLE 5 **MEMBERSHIP**

5.01 The Company 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 Company 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 ten (10) calendar days from the 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.

5.02 The Company agrees to 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.

5.03 The Company agrees to forward Exhibit One, a copy 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, the contents to be such that it is acceptable to the Company.

5.04 The Company agrees to provide the Union once a month with a list **in Excel format** containing the names and social insurance numbers of all employees who have terminated their employment during the previous month.

5.05 No employee shall be asked to enter into any written or verbal agreement which may be contrary to this Agreement.

5.06 The Company agrees to provide fifteen (15) minutes for the purpose of Union orientation for newly hired employees. The Union orientation will be provided by the Union Representative and/or Union Shop Steward within the first two (2) weeks that the new employee commences work. The time and date of the meeting will be arranged for between the management personnel and Union Representative.

ARTICLE 6 **DEFINITIONS**

6.01 **Layoff**

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

6.02 **Promotion**

A promotion means a change in an employee's classification from a lower paid to a higher paid classification.

6.03 **Demotion**

A demotion means a change in an employee's classification from a higher paid to a lower paid classification.

6.04 **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.

6.05 **Plural or 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 7 SETTLEMENT OF GRIEVANCES

7.01 Any complaint, disagreement or difference of opinion between the Company 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.

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

7.03 Any employee, the Union or the Company 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.

7.04 All grievances must be submitted in writing.

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

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

STEP 2: The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle Labour Relation 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.

7.06 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 8 of this Collective Agreement.

7.07 It is understood and agreed by the Union and the Company 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 Company.

7.08 Grievance meetings shall be held on Company time during regular hours, and members attending such meetings shall be paid for the time they would normally be working in their department.

7.09 The Union shall keep the Company advised of the names of the Shop Stewards.

ARTICLE 8 SELECTION OF AN ARBITRATOR

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

Colin Robinson
Patrick Riley

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

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

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

- (a) 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
- (b) The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the arbitrator shall be governed by the provisions of this Agreement.
- (c) The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.
- (d) In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company'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 s/he deems equitable.
- (e) The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.
- (f) It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.
- (g) The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.
- (h) In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services, so long as the cost is borne by the Province of Manitoba. If the cost will not be borne by the Province of Manitoba, the parties may by mutual agreement, request a mediator and the expenses and fees of the mediator shall be borne equally by the parties.

ARTICLE 9 WAGES

9.01 Wages are as set out in Appendix "A" which shall form part of this agreement.

9.02 Nothing in this Agreement shall be used in any way to reduce the wage rates, bonuses or other benefits now in effect.

9.03 The Company will advise the Union in writing of the creation of any new positions during the life of the Collective Agreement. The Union will be provided with the name of the job classification, the job description and the associated rate of pay.

9.04 Employees shall be paid prior to noon of every second Friday by cheque or by direct deposit in the financial institute of the employee's choice. Employees shall be provided with an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

ARTICLE 10 REPORTING ALLOWANCES & HOURS OF WORK, ETC.

10.01 Minimum Call-in

An employee reporting for work shall be given a minimum of four (4) hours' work or in lieu thereof, four (4) hours' pay at the applicable rate.

10.02 Call Back Pay/M Meal Breaks

An employee who, after leaving the Company's premises, is specifically called in at any time outside his/her normal working hours, shall be paid a minimum of four (4) hours at her or his regular rate, provided that the overtime provisions are not applicable. Employees shall not be regularly required to work more than five (5) hours without a meal break. If employees are required to work in excess of the above limit after the first meal period, the Company will provide the second meal and allow thirty (30) minutes at regular rates for such meal period.

10.03 On Call Pay for Engineers

Engineers are assigned, on a rotating basis, to be on call and carry a pager for seventy-eight (78) hours per week. The engineer assigned on call duties will be paid **six (6)** hours' pay at their regular hourly rate of pay for each week they carry the pager and are on call. This **six (6)** hours' "On Call Pay" is in addition to the call back pay in Article 10.02.

11.04 An engineer who is called at home between the hours of midnight and 8:00 am from the Logix system, the Alarm Company or staff shall receive a minimum of one (1) hours' pay, per call. There will be no expectation for the engineer to report to the plant, if the issue/problem can be resolved over the telephone.

ARTICLE 11 HOURS OF WORK/OVERTIME

11.01 Normal hours of work shall not exceed eight (8) hours daily, and forty (40) hours weekly. Employees shall be paid one and one-half (1½) times the regular rate for all hours worked in excess of eight (8) hours per day and forty (40) hours in a week. Employees will have two (2) consecutive days off during their work week.

11.02 If scheduled to work on their 6th day, employees will be paid one and one-half (1½) times the regular rate for all hours worked.

11.03 If an employee is scheduled to work on his 7th day, they will be paid double (2x) the regular rate for all hours worked.

Example: It is understood that the past practice will still apply. If a Monday to Friday employee works on the Sunday, they will receive double time, provided they work the following weeks scheduled 40 hours. Also, if someone does not complete their 40 hours due to illness or an appointment, they will only get those overtime hours in excess of the 40.

11.04 The Union and the Company are agreed that if an employee is sent home from a scheduled shift due to lack of work, the remaining hours of that shift shall be counted as hours worked for the purposes of determining an employee's entitlement to overtime payment under Article 11.02 or 11.03.

11.05 If overtime is requested the Company will consult the Union Shop Steward. If overtime is found necessary then the Steward will encourage employees to work. At least two (2) hours' notice is required except where an emergency shall occur, in which case the Company shall be entitled to request overtime without two (2) hours' notice provided that for the purposes hereof, an emergency shall be deemed to be an occurrence within two (2) hours or less from the end of any regular shift. Clean-up time to one-half (½) hour beyond regular hours shall not be considered as a request for overtime.

11.06 If by mutual agreement between the Company and the employees, the decision is made to work overtime without the meal and time to eat it, the Company will pay the employee **eighteen (\$18.00)** dollars in lieu of the meal and eating time.

ARTICLE 12 PREMIUM PAYS

12.01 Evening Shift Premium

An evening shift premium of **eighty-five cents (.85)** per hour, will be paid for all hours worked on a shift (other than overtime) where the majority of the hours worked on the shift fall between 3:30 p.m. and 12:00 a.m. on the following day. Such premium shall be considered part of an employee's basic rate when calculating Public Holiday pay and Vacation pay.

12.02 Night Shift Premium

A night shift premium of **ninety-five (.95)** cents per hour, will be paid for all hours worked on a shift (other than overtime) where the majority of the hours worked on the shift fall between 10:00 p.m. and 6:00 a.m. on the following day. Such premium shall be considered part of an employee's basic rate when calculating Public Holiday pay and Vacation pay.

12.03 Lead Hand Premium

An hourly rate bonus shall be paid to the Lead Hand on each shift of one dollar **and fifty cents (\$1.50)** per hour.

12.04 When an employee in the bargaining unit is to train other employees in the use of material handling equipment, a training premium of one dollar **and fifty cents (\$1.50)** per hour in addition to their regular hourly wage shall be paid for all hours worked as a trainer.

ARTICLE 13 REST PERIODS

13.01 The Company agrees to grant two rest periods of fifteen (15) minutes each during each shift. A rest period of fifteen (15) minutes shall be granted in overtime, provided the overtime shall have exceeded two (2) hours after the return from the second meal period.

Employees who work for sixty (60) minutes continuously in a freezer will be entitled to a ten (10) minute warm up break. This shall be limited up to twice per shift unless authorized by the employee's supervisor.

13.02 The Company agrees to grant an employee an uninterrupted thirty (30) minute meal period without pay during each shift.

ARTICLE 14 SENIORITY

14.01 **Full-time** employees shall mean those employees who have completed their probationary period.

14.02 A probationary period for an employee will consist of four hundred and eighty (480) hours worked from date of last hire. During this probationary period, the employee shall not have seniority, but on completion of the probationary period the employee's seniority date shall be calculated from the date of last hire. Seniority of an employee shall continue to accumulate for an employee while on layoff for a period of up to twelve (12) consecutive months.

 During an employee's probationary period his employment may be terminated, at the Company's sole discretion, and the Company shall not be required to show just cause for terminating the employee, unless such discharge could be in contravention of Manitoba Labour or Human Rights legislation.

14.03 In case it becomes necessary to reduce the work force, the order of layoff shall be:

- (a) probationary employees, provided the **full-time** employees can perform the required tasks;
- (b) **full-time** employees on basis of seniority, provided those remaining can perform the work required.

 When increasing the work force, the order of recall shall be in reverse order to that in which they were laid off, provided those to be recalled can perform the work required.

14.04 Seniority shall be lost, employment shall be terminated and all rights forfeited:

- (a) if an employee is laid off for a period equal to length of seniority, or one (1) year, whichever is the lesser;
- (b) if an employee leaves the employ of the Company;
- (c) if an employee is discharged, unless such discharge is reversed through the grievance procedure;
- (d) if an employee overstays a leave of absence without a justifiable reason supported by acceptable evidence;

- (e) if a person on layoff fails to return to work when called or cannot be located after a reasonable effort on the part of the Company. A reasonable effort shall be deemed to include the posting of a registered letter to the last address made known by the employee to the Company; and
- (f) if an employee is absent from work without leave for two (2) consecutive scheduled shifts or more without justifiable reason supported by acceptable evidence of an inability to contact the Company.

14.05 **Full-time** employees absent from work because of accident, sickness or leave of absence shall accumulate seniority when off work.

14.06 Seniority records shall be accessible to the Union Stewards, and a copy made available to the Union, and posted on the bulletin board.

14.07 Every January and July, the Company will provide the Union with an updated seniority list **in Excel format** containing **start/** seniority date, rate of pay, classification, **employee numbers**, **Social Insurance Numbers** complete mailing address and phone numbers of all employees in the bargaining unit.

ARTICLE 15 PART-TIME EMPLOYEES

15.01 1. It is agreed and recognized by both the Union and the Company that due to the nature of the Company's business, it may be necessary to employ both full-time and part-time employees. Effective following the date of ratification, (DOR) the Company may hire up to eight (8) part-time. The Company agrees that part-time employees shall not normally be scheduled to work in excess of twenty-four (24) hours per week, except under any one of the following circumstances:

- a) When a full-time employee is absent from work for any reason;
- b) For training purposes.
- c) When full-time employees decline overtime.

It is understood that no part-time employee shall be working while a full-time employee is on lay-off or shortened hours provided the full-time is capable and available to perform the required work.

2. **Part-time employees must serve a probationary period of 480 hours worked.**
3.
 - i) **Part-time shall accumulate seniority based on actual hours worked.**
 - ii) **The Part-time seniority list will be posted alongside the full-time seniority list.**
4. **Preference for available vacant full-time positions shall be given to part-time employees provided no full-time employees successfully apply.**
5. **The holidays listed under Article 17 shall apply to part-time but they shall be paid in accordance with *Employment Standards Act*.**
6. **Part-time employees shall receive vacation pay on their bi-weekly pay stub as follows:**

0 – 2 Years of Service	4%
3 – 10 Years of Service	6%

7. **Part-time are not eligible for neither health and welfare benefits nor RRSP benefits.**

ARTICLE 16 PROMOTIONS AND VACANCIES

16.01 In filling vacancies and in making promotions, the Company shall apply the following factors:

- (a) seniority;
- (b) ability to perform the work;
- (c) physical fitness.

When a vacancy or promotion becomes available, the Company shall, fourteen (14) days prior to the making of the decision as to who shall fill such vacancy or promotion, post a notice in a conspicuous place in the plant, advertising the above function to be filled and inviting employees to apply, and anyone who shall so apply to the Company shall be considered for the position in accordance with the terms of this Agreement. Provided a qualified existing bargaining unit applicant applies for an internal job posting within the bargaining unit, the Company shall award the posted vacancy within thirty (30) calendar days of the date it was posted.

16.02 Employees filling such vacancies or promotions, shall be given six (6) weeks' training in which to qualify and if it is determined the employee cannot qualify, he will be returned to his previous job.

ARTICLE 17 GENERAL HOLIDAYS

17.01 The following days will be observed as general holidays:

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 (August)	

and any other day or portion of a day designated as a general holiday by provincial legislation.

17.02 Any work performed on general holidays shall be paid for at one and one-half (1½) times, and in addition, all employees will be paid one (1) normal day's pay without work for such holidays.

17.03 Employees absent on the regularly scheduled work days next preceding or next following any general holiday shall not be entitled to pay for such holiday, unless the absentee received permission from the Company to be absent or was absent because of sickness, as certified in writing by a qualified medical practitioner, or for other good cause mutually agreed upon by the Company and the Union and has notified the Company.

17.04 The Company agrees to pay an employee who would otherwise qualify for general holiday pay but who is receiving sick pay or Workers Compensation, the difference between sick pay and Workers Compensation as the case may be.

"Top up" for Workers Compensation will be paid following the employee's return to work.

17.05 **Floating Holidays**

Each employee who has completed their probationary period, shall be entitled to **five (5) floating holidays or sick days** with pay **per June 1st of** every contract year, to be taken at a time mutually agreed upon between the Company and the employee. Employees shall not be entitled to carry floating holidays **or sick days** forward from year to year.

If an employee who has completed their probationary period is unable to take the floating holiday per contract year due to sickness or accident, s/he shall be allowed to take said holiday at a time mutually agreed upon between the Company and the employee.

ARTICLE 18 VACATIONS

18.01 Each employee shall become entitled to a vacation with pay on the following basis:

- (a) employees who have less than one (1) year of service shall receive vacation pay calculated at the rate of four (4%) percent of their earnings with the Company for the period of their employment during the preceding twelve (12) months;
- (b) employees who have completed one (1) year or more of continual service (or whose seniority is equivalent to more than one (1) year) are entitled to two (2) weeks' vacation with pay;
- (c) employees who have three (3) or more years of service in the vacation year will receive three (3) weeks' vacation with pay;
- (d) employees who have five (5) or more years of service in the vacation year will receive four (4) weeks' vacation with pay;
- (e) employee who have twelve (12) or more years of service in the vacation year will receive five (5) weeks' vacation with pay;
- (f) employees who have eighteen (18) or more years of service in the vacation year will receive six (6) weeks' vacation with pay.

18.02 **Amount of Vacation Pay**

Vacations for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular rate of pay, provided that this amount will be reduced by one fifty-seconds (1/52) for each week of absence, excepting absences which are:

- (a) with permission, up to thirty (30) days annually; and
- (b) due to sickness, up to fifteen (15) days annually, or such longer periods as provided by Workers Compensation.

18.03 Employees who leave the service of the Company for any reason will be eligible at time of leaving to receive any unexercised vacation credits to which they may be entitled.

18.04 Vacations may be granted by the Company, any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees shall be given preference. Employees eligible for vacations shall be notified of vacation periods as far in advance as possible.

18.05 The Company agrees to post a list of the employees' number of weeks of vacation entitlement by January 15th of each year so as to enable employees to write in their preferred vacation time. Employees shall have until February 1st of each year to write in their preferred vacation time. On March 1st of each year the Company shall post a finalized vacation schedule which cannot be changed by the Company except at the request of the employee. Employees who wish to take their vacations prior to March 1st shall be entitled to do so and in such case must notify the Company in advance for all such time off required from January 1st up to and including March 1st.

Seniority will be used for all vacation time submitted by March 1st for the upcoming vacation year. Any vacation requests made after the vacation planner has been finalized will be awarded on a first come, first served basis.

18.06 **Employees can schedule vacation during each week consisting of three (3) day shift employees and two (2) afternoon or evening shift employees. Allowing up to five (5) employees off each week.**

18.07 Every employee shall take his or her vacation in the calendar year in which s/he becomes eligible for vacation in the calendar year in which s/he becomes eligible for vacation.

18.08 An employee shall not be entitled to carry over accumulated vacation entitlement from year to year unless that employee misses his/her scheduled vacation due to illness or injury in which case the employee shall be entitled to take the number of days scheduled for vacation at a time mutually agreeable to the Company and the employee.

18.09 If paid general holidays fall within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay or make payment.

18.10 **Any unused vacation as of December 1 of each year will be paid out on the last pay period of December of that year.**

ARTICLE 19 BULLETIN BOARDS

19.01 Notices approved by the Company, may be posted by the Union on the bulletin board as provided by the Union with space made available by the Company.

ARTICLE 20 CLOTHING

20.01 Snowsuits, mitts, liners, parkas, coveralls and any other clothing that is required for work, including head gear, shall be supplied by the Company at no cost to the employees. Such clothing remains the property of the Company, and shall not be removed from the Company's premises, and must be returned for new issue or upon separation of the employee.

20.02 The above articles not returned when worn out or upon separation will be paid for by the employee.

20.03 The Company agrees to give all employees ten (10) minutes clean-up and clothes changing time at the end of employee's regular shift.

20.04 The Company agrees to dry clean the snowmobile suits once per contract year.

20.05 Boot Allowance

Employees who have completed their probationary period who purchase suitable safety footwear (which must meet Workplace Health and Safety Standards) for use on the job shall receive an annual allowance of up to two hundred **and twenty-five (\$225.00)** dollars towards such purchase.

Employees who have not completed their probationary period who purchase such footwear (which must meet Workplace Health and Safety Standards) shall be reimbursed up to two hundred **and twenty-five (\$225.00)** dollars towards such purchase on completion of their probationary period. For a subsequent purchase, employees will again become eligible for this allowance one (1) year from the date of their previous purchase under this provision.

Should an employee's boots be ruined (no longer meet Workplace Health and Safety Standards) due to such things as chemical deterioration, brine deterioration or battery acid deterioration the Company will provide the employee with their annual boot allowance in advance of the one year anniversary date of their last allowance.

ARTICLE 21 SAFETY AND HEALTH

21.01 The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet monthly and shall inspect the workplace and the operations conducted therein in preparation for regular meetings.

21.02 The Labour/Management Safety and Health Committee shall be comprised of a minimum of **eight (8)** persons, consisting of a minimum of **four (4)** who shall be appointed by and represent the Union and a minimum of **four (4)** who shall be appointed by and represent the Company.

21.03 Employees shall be paid by the Company 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 e-mailed or faxed 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. The meetings shall consist of no fewer than four (4), of whom at least one half (1/2) shall be persons representing workers who are not associated with the management of the workplace.

21.04 The Company agrees to provide two (2) scheduled work days' time off, with pay, to a maximum of twenty-four (24) 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 Company and the Union.

21.05 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 appropriate supervisor and, where practicable, a worker member of the 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 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 Company's operations to inspect the concerns firsthand. During this time period the employee shall continue to be paid as long as said employee performs other tasks assigned.

21.06 An employee injured while performing his/her work and who must, as a result of the injury, leave for medical aid or hospital, shall be paid for the scheduled hours lost on the day of the accident.

21.07 First aid supplies, adequate lockers and locker rooms will be supplied.

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

In situations where an employee believes that a safety and/or health hazard exists, the employee shall proceed under and have the protection of *The Workplace Safety and Health Act of Manitoba*.

21.09 **Harassment Prevention Policy**

The Company shall develop and implement a harassment prevention policy as required by *The Workplace Safety and Health Act of Manitoba* and its regulations.

ARTICLE 22 LEAVES OF ABSENCE

22.01 **Leave Authorization**

The employee's request and the Company's decision concerning any requested leave of absence referred to in this Article must be made in writing.

22.02 **Bereavement Leave**

The Company agrees to provide regular employees who suffer a death in the immediate family with bereavement leave. The limits and conditions under which such leave will be granted are as follows:

In the event of death of an immediate relative, leave of absence of up to three **(3) non**-consecutive days shall be granted to the bereaved employee one (1) additional day in the event the employee attends the funeral more than two hundred (200) kilometres from the City of Winnipeg). Such employee shall be paid regular time basic rate, excluding shift or other premiums, for the scheduled hours he normally would have worked during such leave. "Immediate relative" shall mean the employee's mother, father, spouse (including common law spouse), son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, stepmother or stepfather, stepchild or grandchild.

The Company shall grant one (1) day off with pay to an employee who is scheduled to and does deliver the eulogy at the funeral of someone who is not an "immediate relative" if the funeral occurs on the employee's scheduled day of work.

The Company shall grant one (1) day off with pay to any employee who acts as a pallbearer at a funeral if the funeral occurs on the employee's scheduled day of work.

The Company may grant additional days off, without pay, if a bereaved employee so requests.

22.03 **Compassionate Care Leave**

Employees shall be granted compassionate care leave in respect of terminally ill family members in accordance with *The Employment Standards Code of Manitoba*.

22.04 **Personal Leave**

When an employee's personal affairs make it desirable for him or her to be relieved of his or her duties with the Company, leave of absence without pay may be granted for good and sufficient reasons. However, application in writing, with a duplicate copy of same, must be submitted to the Company if such leave of absence is requested for more than one (1) working week. If less than one (1) working week, application will be made through the Supervisor of the employee's department to Plant Management. Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily, or to try out new work, or to venture into business for her/himself.

Leave of absence, if granted will not exceed three (3) months, but may be extended after that period if justified. A copy of the application for leave of absence will be given to the Union by the Company with notice whether leave of absence has or has not been granted and reasons for same outlined. Failure of the employee concerned to comply with the above requirements may result in loss of seniority.

22.05 **Jury Duty/Witness Leave**

When an employee is called by the appropriate authorities for jury duty or is subpoenaed as a witness and must, as a result, lose time from work, the Company agrees to pay such employee the difference between any fee received for such jury duty or witness pay and the employee's straight time basic rate, excluding shift or other premium, for the scheduled hours he otherwise would have worked.

22.06 **Leave of Absence for Union Business**

Union business will be considered a good cause for leave of absence, and such leave of absence will be granted by the Company, up to a maximum of ten (10) working days per calendar year, per employee, as long as it does not interfere with the normal operations of the plant, and after the Company has been given adequate notice. The Company agrees to notify the Shop Steward of the Union when extended leave of absence is granted for anything up to a period of one (1) week. The Company 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.

22.07

Leave of Absence for Union Position

An employee who is elected or appointed to a full-time position with the Union shall, upon two (2) weeks' notice, be granted leave of absence without pay for a period not to exceed the term of this Agreement, and upon two (2) weeks' notice of his or her desire to return to work with the Company, s/he shall be placed in the position previously held, or one at an equal rate of pay, retaining the seniority possessed at the time such leave of absence was granted. This privilege shall be limited to one (1) employee.

22.08

Negotiation Leave

It is agreed that two (2) bargaining unit employees may be members of the Union's negotiating committee in collective bargaining negotiations and that employees shall suffer no loss of regular straight time pay for attendance at collective bargaining negotiations at times when the employees would otherwise have been at work.

22.09

Parental/Maternity Leave

Employees are entitled to parental and/or maternity leave without pay in accordance with the provisions of *The Employment Standards Code* of Manitoba (except that employees will be eligible for such leave after they have completed probation rather than after one year of service). Such provisions include that:

- (a) An eligible employee who applies for leave, in writing, at least four (4) weeks prior to the day she intends to take leave, supported by a medical certificate from her doctor which certifies that she is pregnant and specifies the estimated date of delivery, shall be granted a maternity leave of seventeen (17) weeks' duration for the actual date of delivery or the date leave was requested. In the event the delivery occurs after the leave commences, then the period between the date of leave and the date of delivery shall be added to the leave.
- (b) An eligible employee who applies for leave, in writing, at least four (4) weeks prior to the day he or she intends to take leave, supported by appropriate documentation, shall be granted a parental leave of thirty-seven (37) weeks provided the employee has become the natural mother or father of a child, or adopts a child under the law of a province.

22.10

Family Responsibility Leave

An employee shall be granted family responsibility leave as required by *The Employment Standards Code* of Manitoba.

ARTICLE 23 STRIKES AND LOCKOUTS

23.01 Slowdowns or Interruption of Production

It is agreed that 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 interference with work in or about the Company's plants or premises, nor will employees take part in such actions.

23.02 Strikes or Lockout during the Life of the Agreement

It is agreed that the Union will not, during the life of this Agreement, authorize, promote, direct, condone or encourage a strike of employees affected by this Agreement, nor will employees take part in such action. It is agreed that the Company will not, during the life of this Agreement, lock out employees.

ARTICLE 24 NO DISCRIMINATION

24.01 No employee shall be discriminated against in any manner because of race, colour, creed, political beliefs or for any other reason prohibited by *The Human Rights Code* of Manitoba.

24.02 The Company shall not at any time show discrimination against any of its employees because of or in connection with membership or their activities in the Union.

ARTICLE 25 ACCESS TO PERSONNEL FILE

25.01 Employees covered by this Agreement shall have access to their own personnel file, upon written request by their Shop Steward. 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 Company shall keep only one (1) personnel file per employee.

25.02 Discipline and Discharge

Subject to the rest of this Article 25.02, where the Company decides to meet with an employee to advise him or her of discipline or discharge contemplated against him or her, said employee shall be entitled to be accompanied by a Shop Steward or full-time Union Representative (providing the Shop Steward or Union Representative can be present within forty-eight (48) hours of notification by the Company) unless the employee indicates that he or she does not want such representation. At this meeting, the employee will be advised of the discipline or

discharge being contemplated by the Company. The Company will contact the Shop Steward or Union Representative to confirm the date, time and location of the meeting. Employees shall be notified in writing of any discipline or discharge, with a copy of same to be provided to the Union in a timely fashion.

The employee will not be entitled to the representation contemplated by this Article 25.02 where he or she is on lay-off, absent without leave or where it is necessary to immediately remove the employee from the workplace.

This clause is merely procedural and not substantive and no discipline will be void because a meeting was not held.

ARTICLE 26 SENIORITY BY CLASSIFICATION

26.01 Seniority by Classification

The Union and the Company agree that the employees in the Union shall be allocated to one of the following classifications based on seniority provided they have the required skill, ability and qualifications:

- (a) **Warehouse Person**: to include Forklift operator, shipping, receiving, order picking, general labour and High Reach Operator.
- (b) **Maintenance**: repair equipment.
- (c) **Janitor**: chipping of ice, sweeping, dusting.
- (d) **Inventory Control Coordinator**
- (e) **Operating Engineer**

26.02 Designation of Lead Hand

There shall be one employee per Supervisor - Warehousing Solutions, designated by the Company to act as lead hand for the purpose of assisting each supervisor.

ARTICLE 27 UNION REPRESENTATIVE'S VISITS

27.01 Duly authorized full-time representatives of the Union including the full-time Safety and Health Representative shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented. Union Representatives, when in the plant, will observe all reasonable company health and safety rules and regulations.

ARTICLE 28 NOTICE OF LAYOFF/SEVERANCE PAY

28.01 Notice of Layoff

Unless provincial legislation in Manitoba requires more notice be provided, all employees in the bargaining unit who have completed their probationary period, shall be entitled to one (1) week's notice of a temporary layoff, or one (1) week's pay in lieu of notice.

28.02 Severance Pay

Unless provincial legislation in Manitoba requires more severance pay be provided, any employee with two (2) years of seniority who is terminated due to the permanent closure of the Company's operation or any portion of the Company's operation, or due to his job becoming redundant, or due to downsizing of the operation, shall be entitled to receive severance pay in the amount of one (1) week's salary at the employee's regular rate of pay for each year of service to a maximum of twenty-five (25) years. If an employee opts to receive severance pay, his employment will be severed and he will not be entitled to the recall provisions of the Collective Agreement.

ARTICLE 29 RELIEVING RATE OF PAY/TEMPORARY ASSIGNMENTS

29.01 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed.

29.02 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 30 EARLY RETIREMENT INCENTIVE

30.01 Employees may, upon reaching age 46 to 54, submit a written resignation or retirement from employment notification at any point provided one (1) calendar month notice is provided and the resignation or retirement date is no later than January 31st of the year following the notification and, upon resignation or retirement, will receive a lump sum payment, less deductions required by law, equivalent to two (2) weeks salary per completed year of service to a maximum payment of fifty-two (52) weeks. An employee who selects an early retirement incentive is not eligible for any severance pay under Article 28.02.

ARTICLE 31 JOINT LABOUR MANAGEMENT MEETINGS

31.01 The Company and the Union agree to meet for the purposes of promoting co-operation between the Parties and for discussing issues relating to the business which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every three (3) months. The Parties will alternate taking minutes and both parties will review and agree upon the minutes prior to posting and distribution.

ARTICLE 32 DURATION OF AGREEMENT

32.01 This Agreement shall be in full force and effect from June 1st, 2019, and shall remain in effect until May 31st, 2023 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

WAGES

A-1 Schedule of Hourly Basic Wage Rates

Employees hired on or before May 1st, 2008, shall be paid according to the following schedule:

	Current	June 1, 2019 2.5%	June 1, 2020 2.5%	June 1, 2021 2.5%	June 1, 2022 2.75%
Maintenance	24.87	25.49	26.13	26.78	27.52
Warehouse Person	21.75	22.29	22.85	23.42	24.07
Janitor	17.84	18.29	18.74	19.21	19.74
Inventory Control Clerk	24.25	24.86	25.48	26.11	26.83
Operating Engineer	30.94	31.71	32.51	33.32	34.24

Employees hired after May 1st, 2008 shall be paid according to the following schedule:

	Current	June 1, 2019 2.5%	June 1, 2020 2.5%	June 1, 2021 2.5%	June 1, 2022 2.75%
Maintenance	24.87	25.49	26.13	26.78	27.52
Warehouse - Start	18.24	18.70	19.16	19.64	20.18
- After 6 months	20.24	20.75	21.26	21.80	22.40
Janitor	17.84	18.29	18.74	19.21	19.74
Inventory Control Clerk	24.25	24.86	25.48	26.11	26.83
Operating Engineer	30.94	31.71	32.51	33.32	34.24

- A-2** The Company agrees to green circle all employees who held the positions of Unionized Supervisor/Assistant Supervisor at date of ratification. Said employees shall receive all future annual across the board wage increases in addition to their green circled rate. The green circled employees will also be designated as Lead Hand but will not receive the lead hand premium in addition to their green circled rate of pay. These employees will continue to keep their green circled rate of pay until such time as they vacate their position or resign their employment with the Company.
- A-3** All employees still employed by the Company as of the date of union ratification shall receive full retroactive pay to June 1, 2019, for all hours worked, excluding premiums. Retroactive pay shall be paid to all said 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 qualifying under this article on paycheques that are separate and apart from their normal earnings.

APPENDIX "B"

EMPLOYMENT BENEFIT PLAN

Set out below is a brief description of benefit programs. Eligibility for and entitlement to benefits is subject to the provisions of the relevant benefit plans. For further details please see the employee benefits booklet and the relevant benefit plans.

If the Company decides to change benefit carriers it will advise the Union and provide the Union information in this regard in advance of the implementation date. Any change in benefit carriers will be at least the same level of benefits described below.

Eligibility for and entitlement to the benefits set out below will cease at the end of the month following the month in which an employee commences a layoff.

- B-1.01 The Company will provide Group Life Insurance providing for two (2) times the employee's annual earnings to a maximum of one hundred thousand (\$100,000) dollars with one thousand (\$1,000) dollars paid up insurance after retirement. The Company will pay all costs in connection with this insurance coverage.
- B-1.02 The Company will provide, at no cost to employees, Accident and Sickness Program based on the first (1st) day of non-compensable accident, on the fourth (4th) day of sickness or first (1st) day of sickness if hospitalized for a maximum of twenty-six (26) weeks of benefits equal to sixty-six and two-thirds (66 2/3%) percent of their basic weekly wage or six hundred and fifty (\$650.00) dollars per week, whichever is less.
- B-1.03 The Company will provide for Pension Plan with the following provisions:
- (a) In the pay periods up to and including that period where Canada Pension Plan contributions are fully paid for the year by both the employee and Company, the employee and Company will each contribute 3.0% (4% as of June 1st, 2017) of the employee's gross income to the employee's pension plan.
 - (b) In pay periods following Canada Pension Plan contributions being fully paid by the employee and Company, the employee and Company will each contribute 5.0% of the employee's gross income to the employee's pension plan.
 - (c) The carrier will be London Life.
 - (d) The Plan will be compulsory for all Union members.

- (e) All employees will be eligible to join the Plan after six (6) months' service.
- (f) Full vesting after two (2) years' employment for contributions after January 1, 1988. For contributions prior to January 1, 1988 - 50% vesting after 5 years, increasing by 10% per year until full vesting after 10 years.
- (g) Subject to the provisions of the pension plan, employees will be able to choose on an individual basis, where their pension contributions that apply to them are invested.

Pension statements to be presented by Company from trustee.
Plan documents to be presented to contributing members and Trade Union.

B-1.04 The Company will provide identical coverage Dental, Vision Care, and Extended Health care at no cost to the employees. Employees are eligible for this plan after three (3) months of employment.

The Vision Care Benefit will be three hundred (\$300.00) dollars every twenty-four (24) consecutive months for the employee and each eligible dependant, which amount can be applied to laser eye surgery.

Vision care benefits will provide, in addition to the above three hundred (\$300.00) dollars for the payment of up to seventy (\$70.00) dollars every consecutive twenty-four (24) months toward the cost of eye examinations for the employee and each eligible dependant.

The Dental Benefit Plan "C" coverage shall be sixty percent (60%) of eligible charges with no annual deductibles and the Plan will pay up to a maximum of \$1500 per insured individual per calendar year. Payment of Benefits will be based on the prevailing Manitoba Dental Fee Schedule. The Company agrees to provide orthodontic procedures payable at 50% with a \$2000 lifetime maximum. Plan covers children 17 years old and under. Dental coverage update annually to prevailing Manitoba Dental Fee Schedule.

B-1.05 Chiropractic coverage will be \$450.00 per year (this would apply only to the chiropractic portion of the plan).

B-1.06 Employees with one (1) year's service with the Company, off work for more than three (3) normal scheduled working days because of sickness and producing a doctor's certificate shall receive daily compensation of sixty-six and two thirds (66 2/3%) percent for each of the three normal scheduled workdays missed as a result of such illness. In order to qualify

for such payment, the employee must qualify for disability benefits in accordance with the Accident and Sickness Program. Employees will not receive such pay if they are only off sick for one, two or three days.

- B-1.07 All employees must apply for enrolment in a Long Term Disability Plan with a third party insurance carrier. Provisions of the Plan will include: a benefit formula of 66 2/3% of earnings with a maximum monthly benefit of \$3,500.00; a qualifying period of 26 weeks; and a maximum benefit period to 65th birthday. Employees will pay 100% of the cost of the Plan which costs will be deducted from their pay. The Company's sole obligation will be to forward premiums deducted from employees' pay to the LTD insurance carrier. Any issues concerning eligibility for or entitlement to benefits will be governed by the terms of the LTD Plan.
- B-1.08 Effort to be made to have cheques sent to home address of employee on benefit entitlement.
- B-1.09 The Company will, at the request of an employee or the Union discuss with the employee or the Union, issues related to a claim by the employee for Accident & Sickness or LTD benefits.
- B-1.10 The Company will pay **for all medical documents required or requested** for each employee.

APPENDIX "C"

EDUCATION AND TRAINING TRUST FUND

- C-1 The Company shall contribute two (2¢) cents per hour for each hour worked by all employees in the bargaining unit into the United Food and commercial Workers Union, Local No. 832 Education and Training Trust Fund.

- C-2 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

APPENDIX "D"

ENGINEERS

D-1.01 **Engineers Limited Use of Highstacker**

Engineers may drive highstackers for maintenance work only.

LETTER OF UNDERSTANDING

**VERSACOLD CORPORATION,
WAREHOUSE AND
DISTRIBUTION SERVICES**, 200
Dawson Road, Winnipeg,
Manitoba, hereinafter referred to
as the "Company"

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".

Current Unionized Supervisors/Assistant Supervisors

The Company agrees that there will be no layoff of unionized staff as a result of the Union Supervisors and Assistant Supervisor's moving to lead hand. The Company agrees to green circle the current incumbents in the role and they shall receive all future annual across the board wage increases in addition to their green circled rate. The green circled employees will not receive the lead hand premium in addition to their green circled rate of pay.

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

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING

**VERSACOLD CORPORATION,
WAREHOUSE AND
DISTRIBUTION SERVICES, 200**
Dawson Road, Winnipeg, Manitoba,
hereinafter referred to as the
"Company"

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".

Consistent with the evolution of the business, VWS has a huge learning curve and many challenges as it adapts to new business models and the demands of meeting a complex schedule and fulfilling the needs of our customers.

The Parties are committed to continue working together to investigate new ways and processes to improve and finesse our efficiencies to the best of our ability for our employees and customers on a go forward business for the term of this Collective Agreement.

The Company may look at introducing various shift configurations including four (4) ten (10) hour shifts. Any new shifts would be offered by seniority to the employees. All particulars would be discussed with the Union and mutually agreed prior to implementation.

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

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT ONE


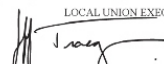
TO: THE NEW OR REHIRED EMPLOYEE:

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 **Versacold Corporation and Distribution Services** contain the following statements:

“The Company 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 Company 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 ten (10) calendar days from the 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.”

“The Company agrees to deduct from the wages of each employee, such weekly Union dues, initiation fees and assessments as are authorized by the Union. The Company 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 Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names, Social Insurance Numbers and addresses of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name change of employees.”

Please complete a copy of a Membership Application **sample below** immediately and return it to your Company 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		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ 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.)	
COMPANY NAME	TITLE/NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared that I am not a member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I understand that the Union will not be responsible for any 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 policies and procedures to ensure 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