

**VERSACOLD DISTRIBUTION SERVICES LTD.
(TRANSPORTATION)**

FROM: JANUARY 1, 2020
TO: DECEMBER 31, 2022

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



VERSACOLD DISTRIBUTION SERVICES LTD. (TRANSPORTATION)

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EXPIRY: DECEMBER 31, 2022

AGREEMENT BETWEEN:

VERSACOLD DISTRIBUTION SERVICES LTD., in the City of Winnipeg, in the Province of 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: THE COMPANY AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE COMPANY 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 EFFICIENT OPERATION,

NOW THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all warehouse employees of the Company, covered by Manitoba Labour Board Certificate MLB-6902, in the City of Winnipeg, in the Province of Manitoba, save and except truck drivers, office staff, terminal manager, assistant terminal manager, dispatcher, persons above that rank and those excluded by the Act.

The parties acknowledge that Versacold Group Services ULC, a separate entity from the Company, employs employees at cold storage facilities on Dawson Road and that the employees employed by such entities in said locations do not fall within the scope of the above noted certificate, or this Agreement.

1.02 The Company shall **semi-annually (January and July)** provide the Union with a list containing the current names, **employee numbers, social insurance numbers, mailing** address, telephone numbers, classifications and rates of pay, of all bargaining unit employees **along with employees who have been terminated, retired, laid-off, on sick leave or on a leave of absence during the last six months**, if a written request to do so is received from the Union. Employees agree to notify the Company of any changes to their name, address or telephone numbers.

1.03 The Company agrees that supervisors or other non-bargaining unit employees will not perform work normally done by bargaining unit employees.

ARTICLE 2 **DEFINITIONS**

2.01 The following words or terms shall mean the following:

- (a) **Full-time**: Full-time employees are persons normally scheduled to work not less than forty (40) hours per week.
- (b) **Part-time**: Part-time employees are persons who may be scheduled to work less than forty (40) hours per calendar week.
- (c) **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.
- (d) **Plural and Singular**: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

ARTICLE 3 **UNION SECURITY**

3.01 The Company 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 Company 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 the date of hire or rehire and become members within thirty (30) calendar days.

3.02 The Company will provide newly hired employees with a copy of the Union's Exhibit One, as attached to this Agreement, to be completed by the employee, and the Company will then forward Exhibit One to the Union within ten (10) calendar days.

3.03 The Company shall provide the Union once a month, if requested, with a list containing the names and Social Insurance Numbers of any employees who have terminated their employment during the previous month.

3.04 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 the Union Representative.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company shall deduct from the wages of each employee, such Union dues and initiation fees 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 and social insurance numbers 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 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 of each employee.

4.03 The Union agrees to indemnify and save the Company harmless against all claims or other form of liability that may arise out of or by reason of deductions made or payments made in accordance with this Article.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The management of the Company and the direction of employees are fixed exclusively with the Company and, without restricting the generality of the foregoing, it is the exclusive function of the Company to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, lay off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee who has completed his/her probationary period to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment used, materials used, the methods and techniques of work, the schedules and hours of work, the number of personnel to be employed, classifications and the qualifications for positions, and the extension, limitation, curtailment or cessation of operations;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by employees.

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

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any employee who is hired by the Company shall be on probation for their first sixty (60) days actually worked. The Company, 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 and shall be deemed for just cause, unless such discharge could be in contravention of Manitoba Labour or Human Rights legislation.

6.02 Upon completion of the probationary period, the employee's name shall be placed on the appropriate (full-time or part-time) seniority list with seniority dating from the date the employee was hired by the Company.

ARTICLE 7 HOURS OF WORK

7.01 The provisions of this Article and the overtime Article are intended only to provide a basis for calculating time worked and nothing in these Articles shall be construed as providing any guarantees as to the hours of work per day or per week or as to the number of shifts or the starting and stopping times of such shifts. It is understood that the Company has the right to schedule work as it deems appropriate.

7.02 Regular hours of work are forty (40) hours per week in five (5) consecutive shifts at eight (8) hours per day or four (4) consecutive shifts at ten (10) hours per day.

7.03 In assigning shifts other than in respect of lead hand duties the Company will consider employee preference and assign shifts in order of seniority.

7.04 Employees shall have two (2) consecutive days of rest. Each employee's work week shall begin with the date after their regularly designated days of rest.

7.05 The Company will advise the Union prior to changing the work schedule for full-time employees and will agree to meet with the Union to discuss the Union's concerns, if any, within fifteen (15) business days of the Union's request for such a meeting.

7.06 **Time Cards**

The Company shall provide a swipe card system to enable hourly paid employees to swipe-in and swipe-out for payroll purposes. Employees shall swipe-in and swipe-out when they start and finish work and if they leave the premises for meal periods. Employees shall be entitled to review their payroll data upon request. No person may swipe another employee's card. Any payroll error of more than twenty-five (\$25.00) dollars shall be directly deposited into the employee's bank account as soon as practically possible. Errors of less than twenty-five (\$25.00) dollars will be corrected on the employee's next paycheck.

7.07 **Swipe Card Fraud**

Any employee who manipulates the swipe card system will be investigated and may be subject to discipline up to and including termination for just cause.

7.08 Where the Company requires an employee to work beyond the end of the employee's scheduled shift such that the employee will not have eight (8) hours off between the time they finish work and the start of their next scheduled shift, the

Company will adjust the start time of the employee's next scheduled shift to provide for a period of eight (8) hours off between the time they finish work and the start of their next scheduled shift.

ARTICLE 8 MEAL AND REST PERIODS

8.01 Meal Periods

A person working a daily shift of five (5) hours or more shall be entitled to one (1) meal period, without pay, of not less than thirty (30) minutes.

Any employee who reports to work on their scheduled day off shall be required to take a thirty (30) minute unpaid meal period for all shifts of five (5) hours or more.

8.02 Rest Periods

- (a) A person working a daily shift of less than five (5) hours, shall receive one (1) fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of five (5) hours or more, but less than seven (7) hours, shall receive one (1) fifteen (15) minute rest period, with pay, which shall be in addition to the meal period, without pay, that is provided for in sub-article 8.01 above.
- (c) A person working a daily shift of seven (7) hours or more, shall receive two (2) fifteen (15) minute rest periods with pay, which shall be in addition to the meal period, without pay, that is provided for in sub-article 8.01 above. One (1) rest period shall be taken during the first (1st) half of said daily shift and the other rest period shall be taken during the second (2nd) half of said daily shift.

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

8.04 All meal and rest periods shall be taken at appropriate times during the shift as directed by the Company.

ARTICLE 9 OVERTIME

9.01 All time worked in excess of eight (8) hours (or ten (10) hours when working four (4) consecutive shifts) in any one (1) day or in excess of forty (40) hours in any one (1) 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 Employees who work their first (1st) designated day of rest will be paid one and one-half (1½) times such employee's regular hourly rate of pay for all hours worked.

9.03 Employees who worked on their first (1st) designated day of rest and then work on their second (2nd) designated day of rest will be paid two (2) times such employee's regular hourly rate of pay for all hours worked on the second (2nd) designated day of rest. Employees who did not work on their first (1st) designated day of rest and who work on their second (2nd) designated day of rest will be paid one and one-half (1½) times such employee's regular hourly rate of pay for all hours worked on the second (2nd) designated day of rest.

9.04 Employees who work a ten (10) hour shift will be compensated at two (2x) times such employee's regular hourly rate of pay for all hours worked on their third (3rd) day of rest provided they have worked at least one (1) of their first (1st) or second (2nd) day of rest. Employees who did not work on their first (1st) or second (2nd) day of rest and who work on their third (3rd) designated day of rest will be paid one and one-half (1 ½) times such employee's regular hourly rate of pay for all hours worked on the third designated day of rest.

9.05 It is understood that the Company has operational commitments and employees will endeavour to work overtime when requested to do so. Overtime shall be by mutual agreement between an employee and the Company with the most senior employee on the shift given first (1st) opportunity to accept an overtime assignment and thereafter in descending order of seniority among employees on the shift. If none of the employees on the shift voluntarily accept an overtime assignment, the Company may assign the overtime work in reverse order of seniority among employees on the shift and this person(s) must then work the overtime. If, in the Company's opinion, it is not practical to assign overtime to employees on the shift (example: replacing an employee who calls in sick), the lead hand will call employees in order of seniority for any overtime assignments.

9.06 If employees are required to work in excess of three (3) hours overtime at the end of a shift, the Company will provide a second (2nd) thirty (30) minute meal period without pay. If by mutual agreement between the Company and the employee, the decision is made to work the overtime without the meal and time to eat it, the Company will pay one (1) hour's pay at straight time rates in lieu of the meal.

9.07

Banked Overtime

Effective January 1, 2017, employees shall be allowed to "bank" up to eight (8) days or eighty (80) hours of their overtime per calendar year to be taken as time off with pay at a rate of one and one half (1½) or two (2x) times each hour off for each hour banked as may be appropriate. Employees shall be entitled to use up to forty (40) hours as paid time off for the following reasons:

1. medical or dental appointments for themselves and when required to attend with a member of their immediate family that could not be scheduled outside working hours;
2. casual sick days;
3. sick days prior to weekly indemnity;

"Banked" overtime not taken by December 31st shall be paid out by the Company by January 31st the following year. Employees must give the Company written notice as far in advance as possible when using banked overtime as paid time off.

ARTICLE 10 GENERAL HOLIDAYS

10.01 The following days shall be recognized and paid 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
Terry Fox Day	

and any other day or portion of a day designated as a General Holiday by provincial legislation.

10.02 To be eligible for General Holiday pay the employee must have worked for part or all of each day of at least ten (10) days during the thirty (30) calendar days immediately preceding the holiday and must have worked on both the employee's scheduled working day immediately preceding and immediately following the holiday. Eligible employees who are absent on their scheduled working day immediately preceding or immediately following the holiday shall, barring extenuating circumstances, 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.

10.03 If a General Holiday occurs during an employee's vacation, such employees at their discretion, shall take either an extra day's vacation with pay at the beginning or end of their vacation, or an extra day's pay or may bank the vacation day for use at another time. Employees will make the selection between banking the vacation day, taking the extra day's pay or adding the day to their vacation at the time of vacation selection. In the event that the vacation day is banked, employees shall not be required to immediately make the selection as to when it shall be used, but may book that banked vacation day in the normal course of vacation selection.

If a General Holiday occurs on the day before or the day after an employee's scheduled vacation and is not one of the days that the employee booked as a vacation day, that employee is included in the group of employees who may be asked to work on the General Holiday and they shall be prepared to report to the workplace if so asked.

10.04 Employees eligible for holiday pay under sub-article 10.02 shall receive holiday pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee is regularly scheduled to work on a shift.

Employees who have not worked at least ten (10) days during the thirty (30) calendar days immediately preceding the General Holiday but would otherwise qualify for General Holiday pay in accordance with sub-article 10.02, will be paid five percent (5%) percent of their gross earnings (excluding overtime) during the thirty (30) calendar day period immediately preceding the General Holiday.

10.05 All employees working on a general holiday shall be paid the regular hourly rate of pay they would have received had they not worked, plus an additional one and one-half (1½x) times said hourly rate of pay for all time required to be on duty.

10.06 **Floating Holiday& Sick Days**

Each employee shall be entitled to **four (4) floating holidays or Sick Days** with pay per contract year, to be taken at a time mutually agreed upon between the Company and the employee. Employees shall be permitted to use floating holidays provided that no more than **one (1) employee off per shift (Day, Evening, Night) on "PreApproved" time including Vacation** employees are off work at any one (1) time and operational needs otherwise permit. Requests for floating holidays can be submitted and either granted or denied at any time. Employees shall not be entitled to carry floating holidays forward from year to year. **The four (4) Floating**

Holidays/Sick Days will be inclusive of any increases awarded, and or implemented via Federal Legislation.

ARTICLE 11 MINIMUM CALL-IN

11.01 No employee shall be called in or scheduled 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 four (4) hours at their regular hourly rate of pay. Any employee so affected shall take such temporary work as is available and assigned by the Company in order to qualify for said four (4) hours of pay.

ARTICLE 12 RELIEVING RATES OF PAY/ TEMPORARY ASSIGNMENTS

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

12.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their regular hourly rate of pay for all time worked in the lower paying classification.

ARTICLE 13 VACATIONS

13.01 Entitlement to annual vacation with pay is based on the employee's anniversary date of most recent employment.

13.02 Vacation pay and leave for employees hired before January 1, 2013 shall be as follows:

<u>Length of Continuous Service on Anniversary Date of Most Recent Employment</u>	<u>Entitlement</u>	
	<u>Full-time</u>	<u>Part-time</u>
1 year but less than 3 years	10 days	4%
3 years but less than 5 years	15 days	6%
5 years but less than 12 years	20 days	8%
12 years but less than 18 years	25 days	10%
more than 18 years	30 days	12%

Vacation pay and leave for employees hired after January 1, 2013 shall be as follows:

Length of Continuous Service on Anniversary Date of Most Recent Employment	Entitlement	
	Full-time	Part-time
1 year but less than 3 years	10 days	4%
3 years but less than 8 years	15 days	6%
8 years but less than 12 years	20 days	8%
More than 12 years	25 days	10%

13.03 Vacation pay for full-time employees will be calculated by multiplying the number of days of entitlement by their regular day's pay (hours normally worked per day at regular hourly rate of pay) unless they have been away from work for more than twenty-six (26) weeks in the preceding twelve (12) month period immediately preceding their anniversary date. In such event they will receive vacation pay calculated and paid as a percentage of total gross earnings (Example for employees hired before January 1, 2013: 4% if less than three (3) years' continuous service on anniversary date, 6% if more than three (3) years but less than five (5) years and 8% if more than five (5) years but less than twelve (12) years and so on in the twelve (12) month period prior to the employee's anniversary date. Total gross earnings shall not include vacation pay in the previous twelve (12) months.)

13.04 Part-time employees shall receive pay on each bi-weekly pay cheque calculated by multiplying the appropriate percentage by such employee's total gross earnings during the immediately preceding pay period (total gross earnings shall not include vacation pay paid in the previous pay period).

13.05 Vacations are not cumulative from year to year and vacations may not be carried over into the next vacation year without written approval of the Company.

13.06 An employee who leaves the employment of the Company for any reason shall receive vacation pay earned to the date of termination.

13.07 The Company shall post a list of the employees' number of weeks of vacation entitlement by March 1st of each year so as to enable employees to write in their preferred vacation time. Employees shall have until April 15th of each year to write in their preferred vacation time. By April 30th of each year the Company shall post a finalized vacation schedule which cannot be changed, except by mutual agreement between the Company and the employee.

13.08 In determining vacation schedules, the Company will resolve competing choices for vacation time between employees on the basis of seniority. From June 1st to Labour Day no employee may take more than two (2) consecutive weeks vacation, unless in the opinion of the Manager, operations permit longer than two (2) **consecutive** weeks. **There will be no more one (1) employee off per shift (Day, Evening, Night) on “PreApproved” time including Vacation** Employees will be entitled to overlap vacation time with other employees as long as no more than **three (3)** employees are on vacation at any one time.

13.09 Vacation time will be scheduled consecutively unless an employee wishes to have their vacation time broken up into separate one (1) week periods.

13.10 If requested two (2) weeks in advance, vacation pay shall be paid to full-time employees on the pay day immediately preceding the beginning of the employee's vacation.

13.11 Management has the authority to grant all employee vacation days and leaves of absence. In the event a Manager is not available, they will appoint someone in their place to grant approval.

ARTICLE 14 NOTICE OF LAYOFF/SEVERANCE PAY

14.01 Notice of Layoff

Employees will receive one (1) pay period's notice (ie: two (2) weeks) of a layoff or pay in lieu of such notice. Layoff of an employee is deemed to occur when an employee is removed from the work schedule for more than one (1) week due to lack of work.

14.02 Severance Pay

Unless provincial legislation in Manitoba requires more severance pay be provided, any employee who is terminated due to the permanent closing of the Company's operations, or any portion of the Company's operations, or due to their job becoming redundant, or due to downsizing of the Company's operations, shall receive severance pay in the amount of two (2) weeks' salary at the employee's regular rate of pay for each year of service to a maximum of forty (40) weeks. If employees opt to receive severance pay, their employment will be severed and they will not be entitled to the recall provisions of this Collective Agreement.

ARTICLE 15 PAYMENT FOR MEETING ATTENDANCE/TRAVEL TIME

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

15.02 When the Company requires an employee to be present at a meeting outside the employee's scheduled working hours, the employee shall be paid the greater of time actually spent at the meeting or two (2) hours' pay at such employee's regular hourly rate of pay, or overtime if applicable.

15.03 Where the Company assigns employees to commence work at an alternate location or to attend at an alternate location during their regularly scheduled hours of work, time spent at work at the alternate location and time spent travelling between the alternate location and the Company's facilities will be considered as time worked and the employees shall be paid at their appropriate hourly rate of pay for such time. Further, the employees shall be paid thirty-one (.31¢) cents per kilometre for the use of their personal vehicle for travel between the alternate work location and the Company's facility.

ARTICLE 16 STRIKES AND LOCKOUTS

16.01 During the term of this Agreement, there shall be no strikes, slowdowns, stoppages of work, picketing or other interferences whatsoever with the performance of the work of the Company by its employees, nor shall there be any lockouts by the Company.

ARTICLE 17 UNION REPRESENTATIVE'S VISITS

17.01 Duly authorized full-time representatives of the Union 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. The Union Representative will check in with the Manager, or their designate, at the commencement of a visit and the Union Representative shall not adversely affect the Company's operations.

17.02 The full-time Union Representative will meet with an employee during meal and/or rest periods whenever possible. In extraordinary circumstances where a meeting with an employee must be held during regular working hours and it is not possible to meet with the employee during meal and/or rest periods, the Company

will allow the employee up to twenty (20) minutes of paid time off in order to meet with the full-time Union Representative.

17.03 Discussions with the full-time Union Representative and a bargaining unit employee will be held in private so as to not distract other employees. Any such meeting will take place in a location designated by the Company.

ARTICLE 18 SHOP STEWARDS

18.01 The Company shall, upon written notification from the Union, recognize one (1) Union Shop Steward and one (1) Alternate appointed and/or elected by the Union to represent employees in the bargaining unit.

18.02 Shop Stewards will be allowed reasonable time off with pay if necessary, during regular working hours, for the purposes of handling any grievances or potential grievances, up to and including Step 2 of the grievance procedure, but not arbitration.

18.03 Shop Stewards have regular duties to perform on behalf of the Company and Shop Stewards will not leave such duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably denied.

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

A leave of absence without pay, for personal reasons, may be granted by the Company upon written request. If possible all requests are to be made in writing at least one (1) week prior to the commencement of the proposed leave of absence stating the reasons for the absence, requested starting date and duration of the absence. Leave of absence without pay for personal reasons will not be unreasonably withheld. 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 himself.

19.02 **Union Leave**

A leave of absence without pay, to attend to Union business, shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to by the Company, 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 Company and the Union.

19.03 **Convention/Conference/Education Leave**

A leave of absence without pay, for the purpose of attending conventions/conferences and/or education seminars, will be granted to bargaining unit employees provided the Union gives the Company written notice not less than two (2) weeks before the requested leave is to commence. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed to between the Company and the Union and the time off for such leave shall not exceed in total, ten (10) working days per calendar year. The Company shall pay to said employees their regular day's pay (eight (8) hours or ten (10) hours) 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.

19.04 **Negotiation Leave**

The Company agrees to allow a maximum of one (1) employee time off, without loss of regular hourly pay, for the purpose of attending negotiations for the renewal of the Collective Agreement, for each day that the employee is required to be in attendance at negotiations provided that such days fall on a regularly scheduled working day for that employee.

19.05 **Jury Duty Leave**

Employees summoned to jury duty, and/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. The employee must give the Company a certificate of service signed by the Clerk of the court showing the amount received.

19.06 **Witness Leave**

Employees subpoenaed to appear in court as a witness on behalf of the Crown or of the Company 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. The employee must give the Company proof they were subpoenaed to attend as a witness and the amount of witness fees received.

19.07 **Bereavement Leave**

An employee shall be entitled to bereavement leave of up to four (4) working days with pay for employees with ten (10) hour shifts, and five (5) working days with pay for employees with eight (8) hour shifts, which can be taken non consecutively when needed, when the employee is to be absent from work due to the death of the employee's father, mother, spouse, including common law or same sex partner, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, grandchild (one (1) additional day in the event the employee attends the funeral for the above more than two hundred (200) kilometres from the City of Winnipeg).

An employee shall be entitled to bereavement leave of up to one (1) working day with pay when the employee is to be absent from work due to the death of the employee's grandparent-in-law, aunt, uncle, or to act as a pallbearer or eulogist at a funeral.

Additional days off without pay may be granted by mutual agreement between the Company and the employee concerned.

Proof of death may be required by the Company.

19.08 **Compassionate Care Leave**

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

19.09 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave, she must make application in writing and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

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

Eligible employees shall be entitled to collect EI benefits in amounts and for a time period as provided for under the Employment Insurance Act.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

19.10 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

(B) **Commencement of Leave**

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 their parental leave is to commence.

(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 Company shall be granted, parental leave under this section for the full thirty-seven (37) week period.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

(E) **E.I. Benefits**

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

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

19.11 **Family Responsibility Leave**

Employees shall be granted family responsibility leave as required by *The Employment Standards Code (Manitoba)*.

ARTICLE 20 SENIORITY

20.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit since the most recent date of hire.

20.02 An employee shall lose all seniority and their employment with the Company shall be terminated for all purposes if the employee:

- (a) is duly discharged by the Company;
- (b) 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 their last known address;

- (d) is absent from work without an approved leave of absence for more than two (2) consecutive working days unless a justifiable reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence unless a justifiable reason is given by the employee.

20.03 Employees will be laid off in reverse order of seniority and recalled in order of seniority provided an employee has the ability to perform the normal functions of the job.

20.04 In matters of promotion, filling of new positions or vacancies or relieving employees in a higher paying classification within the bargaining unit, the Company shall consider the skill, ability, qualifications and seniority of employees. Where skill, ability and qualifications are relatively equal as between two or more employees, seniority will be the governing factor.

20.05 Employees within the bargaining unit, who accept a position with the Company which places them outside of the bargaining unit, shall continue to accumulate seniority for a period of three (3) calendar months from starting in such position. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period if they so choose. Employees who remain employed by the Company outside of the bargaining unit beyond the three (3) month time limit will retain the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit, but shall not, in such cases, accumulate any seniority for the entire time period that they were outside of the bargaining unit.

20.06 No full-time employee will be laid off or reduced to part-time status by the Company unless all part-time employees have been laid off first.

20.07 No new employees shall be hired by the Company 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.

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

20.09 In the event a part-time employee is hired on a full-time basis the employee will be placed on the full-time seniority list on the basis of the employee's length of continuous service in the bargaining unit dating from the date the employee was last hired by the Company.

20.10 Part-time employees may be used on a temporary full-time basis during school vacation periods or to cover absences from work of full-time employees (e.g. vacations, leaves of absence, illness, etc.) and will not therefore become or be considered full-time employees for the purposes of this agreement.

20.11 The Company 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. Copies of the seniority lists shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Company's Premises.

ARTICLE 21 SAFETY AND HEALTH

21.01 There will be a two (2) person joint Safety and Health Committee with one (1) representative selected by the Union from among bargaining unit employees and one (1) representative selected by the Company. The Committee will meet monthly to review Safety and Health issues in the workplace and to conduct a safety tour of the facility. The full-time Union Representative may attend the joint labour management Safety and Health committee meetings.

21.02 The employee representatives on the Committee will be paid at their regular hourly rate for time spent at the monthly committee meetings and safety tours. Minutes of committee meetings will be kept and a copy posted on the bulletin board in the workplace.

21.03 The Company shall provide up to sixteen (16) hours per year time off, with pay, for the purpose of allowing the bargaining unit members of the Safety and Health Committee to attend Safety and Health seminars, courses or conferences approved by the Safety and Health Committee. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

21.04 The Company will provide a clean lunch room and washroom. The Union and employees acknowledge that employees have a role to play in keeping these areas clean.

21.05 The Company will provide a full size locker for each employee to use.

21.06 The Company will provide a first aid kit with adequate first aid supplies and an eyewash bottle will be available in the workplace. The Company shall determine site requirements in regarding first aid training. The Company shall coordinate and pay the costs of any employee who completes a first aid course, or any other course that has been approved by the Company or Safety and Health Committee.

21.07

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 (Manitoba)*. The Company agrees to make all necessary provisions for the protection, Safety and Health of the employees. To that end, the Company recognizes and agrees to co-operate with the Safety and Health Committee.

21.08

Harassment Prevention Policy

The Company has developed a Workplace Violence and Harassment Policy, and Internal Response system in Compliance with the Ministries requirements. The Workplace Violence and Harassment Policy is posted and available to all employees. The Policy will be reviewed and updated accordingly by the Joint Occupational Health and Safety Committee.

ARTICLE 22 NO DISCRIMINATION

22.01 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 (Manitoba)*.

ARTICLE 23 WAGES

23.01 The hourly rate 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.

23.02 There shall be no pyramiding of any wages or benefits provided for in this Agreement.

23.03 Where the Company determines to introduce a new job classification in the bargaining unit, the Company will first (1st) discuss the wage rate for a new classification with the Union. If the Company and the Union are unable to agree on the wage rate for a new classification the Company may temporarily establish a wage rate and the Union may file a grievance concerning the wage rate pursuant to the grievance provisions of the Agreement. In any arbitration concerning a wage rate for a new job classification the Arbitrator's decision shall be based on the existing wage rates in the Agreement and the duties and responsibilities performed by employees in the bargaining unit.

23.04 Where the term "regular hourly rate of pay" is used in this Agreement it shall mean an employee's hourly rate of pay as set forth in Appendix "B".

23.05 All employees in the bargaining unit shall be paid bi-weekly, every second (2nd) Friday, by direct deposit to a financial institution of their choice. Employees will receive a statement showing regular and overtime hours worked, rate of pay and any deductions.

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 Where the Company decides to meet with an employee in connection with potential discipline or discharge said employee is entitled to be accompanied by a Shop Steward or full-time Union Representative unless the employee clearly indicates in the presence of a Shop Steward that the employee does not wish such representation.

25.02 An employee who is not laid off or absent without leave or where it is not necessary to remove an employee immediately, such employee shall have a Union Representative accompany them to a meeting with management at which time they will be advised of the contemplated discipline (providing the Union Representative can be present within forty-eight (48) hours of notification by the Company). The Company will contact the 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.

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

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

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 Any complaint, disagreement or difference of opinion between the Company and the Union, or the employees covered by this Agreement (except the discharge of a probationary employee), 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 It is the mutual desire of the parties that concerns of employees shall be addressed as quickly as possible and it is understood that an employee shall first (1st) give the immediate Supervisor an opportunity of adjusting an employee's concern.

26.03 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.

26.04 A complaint or a grievance arising directly between the Company and the Union which would not normally be grieved by an individual employee shall be initiated at Step 2.

26.05 All grievances must be submitted in writing.

26.06 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 employee's immediate Supervisor or their designated appointee. The immediate Supervisor or their 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 or Representatives may take the matter up with the terminal manager or their designated appointee. 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.

26.07 If a satisfactory settlement cannot be reached, then upon written 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.

26.08 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.

ARTICLE 27 ARBITRATION

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

Colin Robinson
Patrick Riley

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

27.02 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

27.03 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.

27.04 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 they deem equitable.

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

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

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

27.08 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator. **The parties may by mutual agreement, request a mediator and the expense and fees of the mediator shall be borne equally by the parties.**

ARTICLE 28 BULLETIN BOARDS

28.01 The Company will provide space for a bulletin board conspicuously placed in the workplace for the purpose of posting by the Union of notice of Union meetings or other matters of direct interest to employees concerning the Collective Agreement.

ARTICLE 29 HEALTH AND WELFARE REFERRAL

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

ARTICLE 30 WORKERS COMPENSATION BENEFITS

30.01 When an employee alleges that they are unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the Company so that the Workers Compensation Board can be advised of the employee's claim for benefits. Any relevant information required by the Workers Compensation Board from the Company shall be provided promptly.

30.02 In the event of a compensable accident, affected employees shall be paid by the Company for the remainder of their work day.

ARTICLE 31 COVERALLS/PROTECTIVE CLOTHING/EQUIPMENT

31.01 The Company will supply coveralls and gloves to employees and replace same on an ongoing basis as the need arises and will be responsible for the cost connected to supplying, laundering and repairing same. In the event of wilful conduct by the employee, the Company will not be responsible to replace said items.

31.02 A freezer coat and freezer gloves or freezer mitts shall be supplied by the Company to each employee. Three (3) pairs of freezer pants in various sizes will be available for use by employees. A neck warmer, balaclava and toque will be provided to each employee who requested one for use in the workplace. An adequate number of rain jackets in the appropriate sizes, shall also be available for use by employees when needed. Such clothing shall be provided at no cost to the employee, 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 by the employee. In the event of wilful conduct by the employee, the Company will not be responsible to replace said items.

31.03 Boot Allowance

Employees who have not completed their probationary period shall purchase suitable safety footwear (which must meet Workplace Safety and Health Standards) for use on the job and shall be reimbursed up to **two hundred and twenty-five (\$225.00)** dollars towards such purchase upon completion of the probationary period. Payment is conditional upon presentation of appropriate receipt. For a subsequent purchase, employees will again become eligible for this allowance once per calendar year. Payment is conditional upon presentation of appropriate receipt.

ARTICLE 32 RSP DEDUCTION

32.01 The Company agrees to make payroll deductions from employees' wages for a group Retirement Savings Plan for employees who wish to contribute to this RSP. The amount of such deduction will be indicated by the employee to the Company in writing. The Company shall forward such contributions to the plan within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

ARTICLE 33 EARLY RETIREMENT INCENTIVE

33.01 **Employees hired prior to date of ratification** upon reaching ages **forty-five (45) to fifty-four (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 **sub-article 14.02, Severance Pay.**

ARTICLE 34 EDUCATION AND TRAINING TRUST FUND

34.01 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.

ARTICLE 35 EXPIRATION AND RENEWAL

35.01 This Agreement shall be in effect from January 1, **2020** and shall remain in effect until December 31, **2022**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or 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.

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

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Group Insurance Benefits

A-1.01 The Company and the Union agree that for the duration of this Agreement, the employees will continue to receive, in no less beneficial form, the benefits and coverage contained in the Group Policy No. 24064-8 which the Company has with the Mutual Group, which benefits are group life insurance, basic accidental death and dismemberment insurance, extended health insurance, weekly indemnity insurance, long term disability insurance and dental insurance. All new employees, once they have completed their probationary period, shall be covered by the benefit plans, subject to the terms and conditions of the master policy, said master policy not forming part of this Collective Agreement.

A-1.02 It is understood that the Company fulfills its obligation hereunder by obtaining a plan or plans which provide the benefits set forth above and paying the requisite premiums therefore, it being understood that the benefits shall be administered in accordance with the terms and conditions of the plan or plans, said plan or plans not forming part of this Collective Agreement.

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.

A-1.03 The Company will pay one hundred (100%) percent of the premium cost for group life insurance, basic accidental death and dismemberment insurance, extended health insurance, weekly indemnity insurance and dental insurance.

A-1.04 Employees will pay by payroll deduction, one hundred (100%) percent of the premium cost for long term disability insurance.

A-1.05 The Company will provide the Union with a current copy of the benefit plan or plans and summary booklet(s). The Company shall provide all employees with current copies of summary booklet(s).

A-1.06 A general description of health and welfare benefits as described in The Mutual Group Insurance Booklet (Summary of Insurance April 1, 1992 - 24064-8) is set out in A-2 to A-7 below. This general description is provided for convenience only and benefits are governed by and subject to the terms and conditions of the master policy.

A-1.07 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 (3) 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.

A-1.08 The Company will pay **for** any medical note it requests an employee to provide, including those required in order to prove eligibility for any benefit covered by this Collective Agreement.

A-2 Life Insurance Benefits

- 2 x earnings
 - maximum benefit: \$100,000
 - termination of insurance: 70th birthday

A-3 Basic Accidental Death and Dismemberment Insurance

- 2 x earnings
 - maximum benefit: \$100,000
 - termination of insurance: 70th birthday

A-4 Long Term Disability Insurance

- 66 2/3% of earnings
 - maximum monthly benefits: \$3,500
 - qualifying period: 119 days
 - benefit period: to 65th birthday
 - termination of insurance: 65th birthday

A-5 Extended Health Care Benefits

<u>Part</u>	<u>Benefits</u>	<u>Deductible per Family Unit</u>	<u>Reimbursement</u>
A	Drug	none	80% ***
B	Vision: \$300.00	none	100% *
C	Hospital: ware to semi-private	none	80% ***
D	Supp. Health Care	none	80% ***
E	Out of province emergency	none	100%
F	Chiropractic	none	\$450 per year

* Maximum eligible expenses for eyeglasses/contact lenses every 24 month period, which amount can be applied to laser eye surgery.

** Vision care benefits shall provide for the payment of up to one hundred (\$100.00) dollars every twenty-four (24) consecutive months toward the cost of eye examinations for the employee and each eligible dependant.

*** 80% reimbursement of eligible expenses up to \$1000 of benefit and 100% reimbursement of eligible expenses in excess of \$1000 of benefit.

- termination of insurance: member's 70th birthday

A-6 Dental Insurance

<u>Part</u>	<u>Deductible per Family Benefits</u>	<u>Unit</u>	<u>Reimbursement</u>	<u>Maximum</u>
A	Preventive	none	100%	\$1,500 *
B	Restorative	none	50%	\$1,500 *
C	Orthodontic	none	50%	\$2,000 **

* The maximum amount payable applies to the combined eligible expenses incurred in a calendar year under Parts A and B for the member and for each insured dependant.

** Orthodontic procedures payable at 50% with a \$2,000 lifetime maximum. Plan covers children 17 years old and under.

- Late Entrant Maximum: If an eligible person or an eligible dependant becomes insured more than 31 days after the date they became eligible for the Dental Insurance, the maximum amount payable for the combined eligible expenses incurred during the first 12 months of insurance under Parts A and B will be limited to \$250 for each insured dependant.
- Termination of Insurance: member's 70th birthday
- Dental Fee Guide: The applicable fee guide is the one in force on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member.

A-7 Weekly Indemnity Insurance

- 66 2/3% of earnings
- **Maximum weekly benefit:** E.I. maximum
- **Qualifying period:** 3 days of disability or, if shorter, the period before the 1st day the patient was admitted to a hospital as an in-patient and hospitalized overnight, or none if disability is due directly to an injury caused solely by accidental, violent and external means and disability began within 30 days of the initial injury.
- **Benefit period:** 26 weeks
- **Termination of insurance:** 65th birthday

A-8 Pension Plan

- A-8.01 The Company will provide for a 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 the Company, the employee and Company will each contribute **four (4.0%) percent** 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) 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.
- (g) Full vesting after two (2) years of contributions.

APPENDIX "B"

SCHEDULE OF WAGES

B-1 Warehouse Person

(includes duties such as Shipper/Receiver, Computer, Manifest, High Reach Operator and General Labour).

<u>Full-Time Seniority</u>	<u>Current</u>	<u>Effective January 1, 2020</u>	<u>Effective January 1, 2021</u>	<u>Effective January 1, 2022</u>
Probation	\$17.30	\$17.73	\$18.18	\$18.68
After Probation	\$19.60	\$20.09	\$20.59	\$21.16
More than 12 months	\$21.00	\$21.53	\$22.06	\$22.67
More than 18 months	\$21.70	\$22.24	\$22.80	\$23.43
More than 24 months	\$22.80	\$23.37	\$23.95	\$24.61
Temporary	\$16.15	\$16.55	\$16.97	\$17.43

Part-time

Part-time employee will progress on the scale with every one thousand (1000) hours worked being equivalent to six (6) months.

Temporary

Temporary means for a period of sixty (60) working days or less and/or summer vacation relief between June 1st and Labour Day. Temporary employees will not displace any current employees.

B-2 Lead Hand Premium

For each shift there shall be designated an employee who is Lead Hand in charge of shipping and receiving for that shift. Such Lead Hand shall be responsible directly to the Terminal Manager or assistant.

A Lead Hand shall be paid a premium at a rate of one (\$1.00) dollar higher than the Lead Hand's regular hourly rate of pay and shall be considered as part of

such employee's regular hourly rate of pay for purposes of calculating overtime, vacation pay, General Holiday pay and paid leaves of absence. Temporary relief assignments as Lead Hand will be paid the same premium.

There shall also be an additional Weekend Lead Hand Premium of sixty-five (65¢) cents per hour for hours worked by the Weekend Lead Hand between midnight Friday and midnight Sunday.

B-3 Retroactive Pay

The renewed Collective Agreement shall be effective the date of ratification with the only retroactive effect being the application of the wage scale. The wage scale shall be applied retroactive to January 1, **2020** for all hours worked by employees in the bargaining unit on the date of ratification. All retroactive pay shall be paid on a separate **deposit** and apart from employees' normal earnings within thirty (30) calendar days of Union ratification of the renewed Collective Agreement.

B-4 Weekend Premium

A weekend premium of **sixty-five (\$0.65)** per hour will be paid to all employees for all regular hours worked between midnight Friday and midnight Sunday. This weekend premium does not apply to Weekend Lead Hands who get the sixty-five (65¢) cents per hour Weekend Lead Hand premium under B-2 above.

B-5 Evening/Night Shift Premium

An evening/night shift premium of **one dollar (\$1.00)** 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 6:00 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 General Holiday pay and Vacation pay. If an employee's shift commences prior to 6 a.m. but the majority of hours are not worked prior to 6 a.m., such employee will be paid sixty-five (65¢) cents per hour for all time worked prior to 6 a.m.

Employees working on Evening/Night shift on the weekends will receive the Weekend Premium and Evening Night Shift Premium.

LETTER OF UNDERSTANDING

AGREEMENT BETWEEN:

VERSACOLD DISTRIBUTION SERVICES LTD., in the City of Winnipeg, in the Province of 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".

RE: Union Leave Request

The parties agree when there are two (2) or more employees on an approved leave of absence, the Company may deny time off for Union Convention/Conference/Education Leave, based on operational requirements.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

EXHIBIT ONE


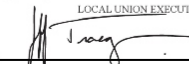
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that you are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No. 832**, and **Versacold Distribution Services Ltd.** contain the following statements:

“The Company 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 Company 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 the date of hire or rehire and become members within thirty (30) calendar days.”

“The Company shall deduct from the wages of each employee, such Union dues and initiation fees 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 and social insurance numbers 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 name change of employees.”

Please complete a Membership Application (sample below) immediately and return it to the Company so they can forward it to the UFCW, Local No. 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION				United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D-M-Y)	INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	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.)	
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D-M-Y)					
COMPANY NAME	TOWN/NO./LOCATION	DEPARTMENT/NO.					
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>			
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>			
<p>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 my assets. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the terms and conditions of the Agreement between the United Food & Commercial Workers Local No. 832 and Versacold Distribution Services Ltd. I agree to the use of my personal information for the purposes of the Agreement 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.</p>							
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 			

X