

WESTERN GLOVE WORKS LTD.

FROM: August 17, 2020

TO: August 16, 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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



WESTERN GLOVE WORKS LTD.

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EXPIRY DATE: AUG.16, 2022

AGREEMENT BETWEEN:

WESTERN GLOVE WORKS LTD.,
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 WILL PROMOTE THE EFFICIENT AND PRODUCTIVE OPERATION OF THE COMPANY, IMPROVE QUALITY, ELIMINATE WASTE AND UNNECESSARY EXPENSE AND AVOIDABLE DELAYS IN PRODUCTION, MAINTAIN HARMONIOUS RELATIONS BETWEEN THE COMPANY AND ITS EMPLOYEES AND FACILITATE THE AMICABLE SETTLEMENT OF DIFFERENCES;

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit defined in Certificate No. MLB-313 dated July 4, 1951 which is recognized as including all employees of the Company employed at 555 Logan Avenue, in the City of Winnipeg, in the Province of Manitoba, and excluding mechanics, maintenance personnel, quality control personnel, laundry technical personnel, fabric personnel, product development personnel, office staff, office clerical staff, plant clerical staff, sales staff, retail staff, supervisors, those above the rank of supervisor and those excluded by The Labour Relations Act (Manitoba). If the Company moves from 555 Logan Avenue to another location in Manitoba, this Agreement will apply mutatis mutandis to the employees at that new location except where the employees at that new location are covered by another Manitoba Labour Board certificate or another collective bargaining agreement.

1.02 The Union and the employees recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company must always provide the highest quality products and services at the lowest possible cost. Therefore, the Union and the employees also acknowledge that at all times, subject to the express terms of this Agreement, the Company must be able to improve the quality of workmanship, products and services, eliminate waste of materials, supplies and time, conserve and protect materials, supplies, equipment and facilities and do such other things as may be reasonably required to promote efficient and productive operations.

ARTICLE 2 DEFINITIONS

2.01 The word "employee" or "employees" whenever used in this Agreement shall mean those employees of the Company for whom the Union is the bargaining agent as set forth in Article 1.01 and who are covered by the terms of this Agreement.

2.02 (a) The words "temporary employees" whenever used in this Agreement shall mean an employee who is hired to meet seasonal or peak period demand or as a replacement for a regular employee who is on vacation, on Workers Compensation or on an approved leave of absence and whose service will be of a limited duration and in any event of not more than three (3) consecutive months. A temporary employee shall have no rights under the seniority provisions of this Agreement. However, if a temporary employee remains in the Company's employ beyond three (3) consecutive months, or if he/she is offered permanent full-time employment prior to that date, he/she shall thereupon cease to be a temporary employee and shall be then regarded as a regular employee. In such a case, service as a temporary employee shall be credited to his/her most recent date of hire.

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

(b) The employment of an employee hired as a temporary employee shall automatically terminate at the expiry of the available work for which the employee was hired, the stipulated term or upon return of the absent permanent employee whichever is the lesser. An employee hired as a temporary employee shall be advised at the

time of his hiring of his/her temporary status and the estimated duration of his employment and the Union shall be informed in writing of same.

- (c) Temporary employees shall not have access to the grievance procedure set forth in Article 10 or to the arbitration provisions set forth in Article 11 in the event of discharge or layoff.

2.03 Whenever the singular or masculine terms are used in this Agreement, they shall also mean the plural or feminine terms where the context so requires.

2.04 The words "probationary employees" whenever used in this Agreement shall mean those employees referred to in Article 6.

2.05 The words "guarantee rate of pay" whenever used in this Agreement shall mean the applicable statutory minimum wage rates in effect from time to time in Manitoba plus twenty-five (25¢) cents.

Each cents per hour increase to the Manitoba Provincial Minimum Wage shall be applied to all of the hourly rates of pay for all classifications contained in this Appendix "A" dealing with wages. For the purposes of this Agreement, the effective date of any such increase shall be the same as the effective date of the increase to the Manitoba Provincial Minimum Wage.

2.06 The words "regular hourly rate of pay" whenever used in this Agreement shall mean at any time with respect to any employee that straight time rate of pay per hour, exclusive of any and all overtime pay, supplementary pay or premium pay of any kind, to which such employee is entitled under the terms of this Agreement in respect of the work which he/she is performing at such time.

2.07 The word "department" whenever used in this Agreement shall mean one of the following:

Distribution

together with such other additional departments as the Company may from time to time establish.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that except as specifically, unequivocally and expressly limited by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company.

3.02 Without limiting the generality of the foregoing, the Union acknowledges that the Company has the sole and exclusive right to operate and manage its business, affairs and facilities; to control and direct the working forces and to select, hire, promote, demote, transfer, assign, classify, lay off and recall employees; to maintain order, discipline and efficiency and to discipline and discharge employees for just cause; to establish, alter and enforce from time to time reasonable rules, regulations, policies and practices to be observed by employees; to establish new jobs and to alter, consolidate or abolish existing jobs; to determine the number and type of employees needed at any time, the hours and shifts to be worked, the duties to be performed, overtime requirements, job content, quality and quantity standards of performance and the qualifications of employees to perform any particular job; to subcontract work; and to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the facilities and services to be provided, the materials, supplies, tools, machinery, equipment and facilities to be used, the nature and kind of business conducted, the number, location and types of operations and the extension, limitation, curtailment or cessation of operations or any part thereof.

3.03 The Company agrees that it will not exercise its functions in a manner inconsistent with the express terms of this Agreement and in that regard, 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 4 ACCESS TO PLANT

4.01 One (1) duly authorized representative of the Union who is not an employee of the Company (herein referred to as "the Union Representatives") shall be admitted to the premises of the Company at any one time to conduct Union business after notifying the Human Resource Manager or his/her designate upon entering the premises and before proceeding on the visit.

The Company will keep the Union informed of the name of the Human Resource Manager or his/her designate if the Human Resource Manager is unavailable.

4.02 Whenever possible, meetings between an employee and a Union Representative shall take place on the rest period or meal period of the employee or immediately prior to or immediately following the scheduled work period of the employee. However, if the meeting must occur during the employee's working hours, the Company shall allow the employee up to fifteen (15) minutes of paid time off in order to meet with the Union Representative.

4.03 Discussions between the Union Representative and the employee shall be held in private so as to not distract other employees. The Company will designate the location of any meeting between an employee and a Union Representative. In no event shall the admission of the Union Representatives or their meetings with employees interfere with or disrupt operations.

4.04 The Union shall promptly notify the Company in writing of the names of the Union Representatives and any changes thereto. The Company will not recognize an individual as a Union Representative until it has received such notification from the Union.

ARTICLE 5 UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

5.01 All employees hired or rehired on or after the date of ratification of this Agreement shall, as a condition of employment, apply for membership in the Union within ten (10) calendar days from the date of hire or rehire and once membership is granted by the Union, such employees shall continue to be members of the Union for the duration of this Agreement.

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

5.03 Once each calendar month the Company will provide the Union with a list containing the names and social insurance numbers in Excel format of all employees who have terminated their employment during the previous calendar month.

5.04 The Company will deduct from the wages of each employee such Union dues, initiation fees and assessments as are authorized by the Union.

The Company agrees to deduct Union dues and/or initiation fees and/or assessments from the first paycheque of any new employee provided the employee has worked, or received pay, for more than forty (40) hours during the first pay period. If a new employee has worked less than forty (40) hours during the first pay period, the Company shall deduct only the initiation fee with respect to that employee. Thereafter, the amount of Union dues set by the Union from time to time shall be deducted from each subsequent paycheque of employees regardless of the amount of hours worked during any pay period subsequent to the first pay period, as long as the employee remains a member of the bargaining unit.

5.05 The Company will remit monthly the total sum of the amount so deducted to the Union on or before the twentieth (20th) day of the calendar month following the month in which the deductions were made, together with a list of the names and social insurance numbers of the employees in Excel format from whose wages the deductions have been made and the amounts so deducted from each employee's wages.

5.06 The Union shall advise the Company in writing of the amount of Union dues, initiation fees and assessments to be deducted from the wages of employees and shall notify the Company in writing of any change in such amounts to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.

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

5.08 The Union shall indemnify and save harmless the Company from any and all claims, demands, actions, proceedings and any other form of liability or expense arising out of or in respect of deductions made by the Company from the wages of any employee pursuant to the provisions of this Article 5, except where the Company has failed to make deductions in accordance with the foregoing.

ARTICLE 6 PROBATIONARY PERIOD

6.01 A newly hired employee shall be on probation for **ninety (90)** days of actual work with the Company since his most recent date of hire. The Company may discipline or discharge an employee at any time during his probationary period and neither the employee nor the Union on his behalf shall have any recourse to the grievance procedure set forth in Article 10 or to the arbitration provisions set forth in Article 11. The discipline or discharge of a probationary employee shall be deemed to have been for just cause. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire.

ARTICLE 7 STRIKES AND LOCKOUTS

7.01 The Union and the employees agree that during the term of this Agreement they will not cause, condone or engage in any strike, sympathy strike, slowdown, sitdown, stoppage, picketing or interruptions of any kind which would in any way restrict, disrupt, limit or otherwise interfere with the quality or quantity of work or production.

7.02 The Company agrees that during the term of this Agreement there will be no lockout.

ARTICLE 8 TRANSFER FROM ONE OPERATION TO ANOTHER

8.01 When an employee is transferred from one (1) department to another, s/he shall retain his/her Departmental Seniority in the department from which s/he was transferred for a period of one hundred and eighty (180) days. Following one hundred and eighty (180) days, if the transfer remains in effect, the employee's full Departmental Seniority will be transferred to the new department and s/he shall cease to have any Departmental Seniority in the department from which s/he was transferred.

8.02 Hourly paid employees assigned by the Company to a higher paying classification for more than one (1) work day will receive the higher hourly rate of pay for all time worked in the higher paying classification. Hourly paid employees assigned by the Company to a lower paying classification for less than four (4) calendar weeks will not have their hourly rate of pay reduced for all such time worked.

8.03 Any employee who relieves a person outside the bargaining unit for more than one (1) work day will receive, in addition to his/her regular hourly rate of pay an additional one dollar (\$1.00) per hour for all such relief time worked outside the bargaining unit.

ARTICLE 9 SHOP STEWARDS AND UNION ACTIVITIES

9.01 The Company acknowledges the right of the Union to appoint not more than two (2) employees as Shop Stewards, one from each department. The Union shall promptly notify the Company in writing of the names of the Shop Stewards and any changes thereto. The Company will not recognize an employee as a Shop Steward until it has received such notification from the Union.

9.02 There shall be no Union activity of any kind on Company time or property unless such activity is specifically permitted by this Agreement. No meetings of the Union or its members shall be held on Company property at any time without the prior written approval of the Director of Operations or his designate except as specifically provided for in this Agreement. Shop Stewards shall perform their regular work assignments and shall engage in no Union related activity whatsoever during working hours except as specifically provided for in Article 9.03.

9.03 To ensure operations are not interfered with or disrupted, the parties agree that whenever possible the Shop Stewards shall conduct their activities outside regular working hours. In a grievance situation which requires a Shop Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld. Shop Stewards shall report to the supervisor of the area visited before contacting any employee in that area and shall return to their regular duties as expeditiously as

possible. The Company reserves the right to limit such time if the time requested is unreasonable. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances interfere with or disrupt operations. Subject to the foregoing, a Shop Steward shall be paid at his/her regular hourly rate of pay his/her piece work average rate of pay for the time spent investigating or presenting a grievance during his regular working hours.

9.04 Subject to the terms of this Agreement, the Company agrees that no employee shall be discriminated against for exercising his/her rights under the terms of this Agreement.

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

ARTICLE 10 ADJUSTMENT OF GRIEVANCES

10.01 The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.

10.02 A "grievance" shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement. The Company, the Union or an employee may present a grievance.

10.03 All employees have the right to express to management any complaint they may have concerning any matter related to their work or general welfare.

10.04 No employee shall have a grievance until he/she, or a Shop Steward or a Union Representative on his behalf, has first given his/her immediate supervisor the opportunity to settle the complaint.

10.05 If such informal discussion does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle the grievance in the following manner:

STEP 1 The grievance shall be submitted in writing to the Human Resource Manager or his designate within fifteen (15) working days immediately following the event or circumstance giving rise to the grievance. Any grievance which is not presented within fifteen (15) working days shall be forfeited and waived by the aggrieved party. The Human Resource Manager or his/her designate shall reply to the grievance in writing within five (5) working days of receipt of the written grievance. If a satisfactory settlement has not been reached, or if the Human Resource Manager or his/her designate has failed to reply in writing within the five (5) working days, then

the employee, the Shop Steward or the Union Representative may proceed to Step 2.

The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedy sought shall all be clearly set out in the grievance.

STEP 2 Failing satisfactory settlement at Step 1, the employee shall meet with the Human Resource Manager or his/her designate, together with a Shop Steward and/or Union Representative, to discuss the grievance within the next ten (10) working days. The Human Resource Manager or his/her designate shall render his/her decision in writing within five (5) working days after the meeting. If the matter is not resolved at Step 2, or if the Human Resource Manager or his/her designate has failed to reply in writing within the five (5) working days, then the employee, the Shop Steward or the Union Representative may proceed to Step 3.

STEP 3 Failing satisfactory settlement at Step 2, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Article 11.

10.06 A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 1 of the grievance procedure within fourteen (14) calendar days after the event or circumstance giving rise to such policy grievance. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.

10.07 The parties agree that this Article 10 does not apply in the event of the discipline or discharge of a probationary employee as referred to in Article 6.01.

ARTICLE 11 ARBITRATION

11.01 When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing, within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, of its desire to submit the matter to arbitration. If no such written request for arbitration is received within the said fourteen (14) calendar day time limit then the grievance will be deemed to have been abandoned. Grievances shall be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

**Blair Graham
Gavin Wood
Colin Robinson
Karine Pelletier
Michael Green**

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.

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

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

11.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he/she deems essential to a full understanding and determination of the issues involved. The arbitrator may determine his/her own procedure but shall give full opportunity to the parties to present evidence and to make representations. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render his/her decision within sixty (60) calendar days following the end of the hearing.

11.05 The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he/she may deem just and reasonable in the circumstances.

11.06 The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

11.07 The Company and the Union shall each pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.

11.08 The time limits set out in the grievance procedure (Article 10) and the arbitration provisions (Article 11) are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union.

11.09 In the interest of settling a grievance prior to an arbitration hearing the parties may mutually request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 12 HOURS OF WORK AND OVERTIME

12.01 The normal work week shall consist of forty (40) hours to be worked in five (5) consecutive days, eight (8) hours each day, during the period Monday to Friday inclusive (**Monday to Sunday for employees hired after October 13, 2020**). Hours paid for a holiday as referred to in Article 18 on which an employee does not work shall be considered as hours worked when calculating weekly overtime.

12.02 The normal work week shall consist of forty (40) hours to be worked in five (5) consecutive days, eight (8) hours each day, during the period Monday to Friday inclusive. Hours paid for a holiday as referred to in Article 18 on which an employee does not work shall be considered as hours worked when calculating weekly overtime.

The Company will give to each affected employee and to the Union as much advance notice as is practicable in the circumstances before implementing shift schedules in excess of eight (8) hours in one (1) day. The requirements and efficiency of operations must necessitate the implementation of such schedules and such schedules must not be implemented in an unreasonable or arbitrary manner. The Company will consult with the Union before implementing such schedules and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such schedules provided, however, that if the Union does not agree with the implementation of such schedules, a grievance may be filed in accordance with Article 10 and failing settlement, the matter may be referred to arbitration in accordance with Article 11.

12.03 Overtime is recognized as being voluntary but if there are insufficient volunteers who are immediately available and have the qualifications and skill to perform the required work in an efficient manner then the Company will require employees to work the overtime, which will be assigned to the most efficient employees who are normally assigned to that operation, as determined by the Company. Permission to be excused from working overtime shall not be unreasonably withheld. Whenever the Company requires overtime work to be performed, the Union and the employees must cooperate fully whenever possible.

12.04 The Company shall pay an hourly paid employee one and one-half (1½) times his/her regular hourly rate of pay for all hours worked by him/her in excess of his/her normal hours of work in any one (1) day (e.g. eight (8), ten (10), twelve (12)).

12.05 The Company shall pay an hourly paid employee one and one-half (1½) times his/her regular hourly rate of pay for all hours worked by him/her in excess of his/her normal hours of work in any one (1) week.

12.06 All hours worked by an hourly paid employee on a Saturday (**on the 6th day of work for employees hired after October 13, 2020**) which is her/her regularly scheduled day of rest shall be considered overtime and the employee shall be paid one and one-half (1½) times his/her regular hourly rate of pay for all hours worked by him/her on the Saturday (**on the 6th day of work for employees hired after (October 13, 2020)**) unless the employee is absent without valid reason during any part of his/her regularly scheduled work week, in which event s/he shall only be paid overtime for those hours worked by him/her in excess of his/her normal hours of work in any one (1) week. For the purposes of this Article 12.06, "valid reason" shall be absence for a compelling and satisfactory reason or any authorized leave of absence under this Agreement. If the reason for the absence is illness or injury, the employee must, if requested to do so by the Company, provide to the Company satisfactory medical evidence that s/he was unable to work due to illness or injury in order to have a valid reason for the absence.

12.07 All hours worked by an hourly paid employee on a day observed as a holiday in accordance with Article 18 shall be considered overtime and paid for at two (2) times the employee's regular hourly rate of pay. Each employee shall also receive the pay he/she would otherwise have been entitled to receive pursuant to Article 18 had he/she not worked on the holiday.

12.08 In the event an hourly paid employee works seven (7) consecutive days, he/she shall be paid two (2) times his regular hourly rate of pay for all hours worked by him/her on the seventh (7th) day.

12.09 It is understood that any change in shifts or days off initiated by the employees themselves (which must be approved in advance by the Company) shall not result in overtime or any other additional costs to the Company.

12.10 In no event shall overtime or premiums or any other benefits be duplicated, compounded or pyramided.

12.11 Notwithstanding anything to the contrary in this Agreement, should the majority of affected employees voting on the issue and the Company desire to have hours banked in order to have up to four (4) additional days (or such other number of days as may be mutually agreeable) off between December 24 and January 2, inclusive, the Company will advise the Union by September 30 as to which Saturdays will be worked by which employees at regular hourly rates of pay, according to (i), (ii) or (iii) below:

- (i) the first four (4) Saturdays following October 1 excluding the Thanksgiving Day long weekend at eight (8) hours per day, or
- (ii) the first eight (8) Saturdays following October 1 excluding the Thanksgiving Day and Remembrance Day long weekends at four (4) hours per day, or
- (iii) such other combination of days as may be mutually agreeable between the Company and the majority of affected employees.

It is agreed that employees shall be paid for such time banked on the first (1st) pay cheque after January 1 of the following year and it is further agreed that after the time has been banked, should the Company then choose not to close for the banked days, the Company will pay the overtime rates otherwise applicable for such banked time worked by employees but not taken as days off.

ARTICLE 13 REPORTING PAY

13.01 When an employee is required to report for work and does report for work, he/she shall be guaranteed a minimum of four (4) consecutive hours of work or four (4) hours of pay at his/her regular hourly rate of pay unless he/she has been advised previously by the Company at least two (2) hours before the start of his shift not to report for work and provided he/she performs the work, if any, that may be assigned to him/her that day. This Article 13.01 shall not apply when work is not available due to an act of God, power shortage, lack of material, machinery or equipment breakdown or other reasons beyond the reasonable control of the Company. To qualify for payment under this provision, employees must have their current telephone number on file with the Company.

ARTICLE 14 MEAL AND REST PERIODS

14.01 The normal daily hours of work referred to in Article 12.02 are exclusive of a thirty (30) minute unpaid meal period but inclusive of two (2) rest periods. The Company shall grant to each employee one (1) rest period of ten (10) minutes during the first half of the shift and one (1) rest period of ten (10) minutes during the second half of the shift provided that more than two (2) hours are worked in each half shift.

14.02 An employee who is expected to work for two (2) hours or more but less than three (3) hours in addition to and immediately following his normal work period in any one (1) day shall be granted one (1) fifteen (15) minute rest period before commencing such additional work, or one (1) twenty (20) minute rest period when the employee is expected to work three (3) hours or more, provided that the Company may

schedule such rest periods on a staggered basis for the employees affected to allow for a continuity in operations. If circumstances arise where, by virtue of staggering, an hourly paid employee does not receive a paid rest period due to completion of the work, then such employee will receive pay for the rest period not taken.

14.03 Hourly paid employees will be paid at their regular hourly rate of pay for all rest periods referred to in this Article 14.

ARTICLE 15 SENIORITY

15.01 Seniority in this Agreement is defined as the length of an employee's continuous service in the bargaining unit covered by this Agreement since his/her most recent date of hire and shall apply on a departmental basis.

15.02 If an employee is transferred by the Company to a position outside the bargaining unit but within the Company and subsequently returns to the bargaining unit within six (6) calendar months of the transfer, he/she may do so without loss of Seniority.

15.03 **In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).**

An employee will be permitted a period of ten (10) working days following the posting of any seniority list to protest in writing to the Company any alleged omission or incorrect listing, but such protest shall be confined to errors or changes occurring subsequent to the posting of the immediately preceding seniority list. Where an employee is absent due to holiday, illness or approved leave, the ten (10) working day time limit for that employee shall run from the date of his/her return to work. In the event an employee does not file a protest within the time limits stipulated, then the seniority list shall be considered as correct, accepted and final as regards the employee. Any timely protest filed by an employee which is not settled can be taken up as a grievance under Article 10 of this Agreement.

15.04 An employee's continuous service shall be broken, his/her seniority lost and his/her employment with the Company deemed to be terminated for just cause if:

- (a) he/she quits; or
- (b) he/she is discharged for just cause and not reinstated through the grievance and arbitration procedure contained in this Agreement; or
- (c) he/she is absent from work without an authorized leave of absence, unless he/she provides a compelling and satisfactory reason; or
- (d) s/he has been laid off or is otherwise absent from work for any reason for a period of forty-four (44) weeks or more; or
- (e) he/she fails to report for work immediately after notification to his/her last known address by registered mail when recalled following a layoff, the onus being on the employee to keep the Company advised of his current address except only that where the employee is unable to report for work after such notification because he/she must give one (1) pay period's notice of termination of employment to another employer and he/she must work for that other employer during the said notice period, then he/she shall notify the Company as soon as possible of his inability to report for work for those reasons and he/she shall report for work immediately upon the expiry of the said notice period, failing any of which this Article 15.04(e) shall apply; or
- (f) he/she retires; or
- (g) he/she takes employment elsewhere while on an authorized leave of absence; or
- (h) he/she fails to report for work at the expiration of an approved leave of absence, a vacation or a suspension, unless he/she provides a compelling and satisfactory reason.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Whenever layoffs occur, they will be put into effect as follows:

- (a) If the layoff is to be two (2) working weeks or less, employees will be laid off on an operational/classification basis in reverse order of Operational Seniority.
- (b) If the layoff is to be more than two (2) working weeks, employees will be laid off on a departmental basis in reverse order of

Departmental Seniority provided the employee to be retained on the basis of Departmental Seniority possesses the qualifications and skill to perform the available work in an efficient manner and to the satisfaction of the Company. Efficiency is defined in terms of quality and speed as demonstrated by the employee during a minimum eight (8) working hours assessment period during which time the employee will be paid at his/her piece work average/his regular hourly rate of pay. If after the said assessment period the employee is able to demonstrate that he/she possesses the qualifications and skill to perform the available work in an efficient manner and to the satisfaction of the Company, then he/she will be retained to perform that work and his earnings will be determined by the piece work rate for that work without any guarantee of average or additions or by the regular hourly rate of pay for the work, as the case may be.

- (c) The Company shall have the option of dividing the available work so that each employee will receive approximately an equal amount of work or of dividing the available hours so that each employee will receive approximately an equal amount of hours for a period of up to two (2) working weeks. If the period exceeds two (2) working weeks then Article 16.01(b) will apply.

16.02

Notification

- (a) Short term layoffs in this Agreement are defined as any layoffs that are for a period of four (4) calendar weeks or less but more than one (1) calendar week. The Company shall give to each affected employee and the Union one (1) week's advance written notice of short term layoff, or pay to each affected employee one (1) week's pay at the employee's regular hourly rate of pay/piece work average rate of pay in lieu of notice, or a combination thereof provided, however, that no notice of short term layoff need be given where the lack of work is due to an act of God, power shortage, lack of material, machinery or equipment breakdown or other reasons beyond the reasonable control of the Company. The Company shall give to each affected employee and the Union as much advance notice of a layoff of one (1) calendar week or less but more than one (1) day as is practicable in the circumstances.
- (b) Long term layoffs in this Agreement are defined as any layoffs that are for a period of more than four (4) calendar weeks. The Company shall give to each affected employee and the Union appropriate written notice of a long term layoff as per the Employment Standards Code C.C.S.M.c.E110, 2007, or pay to each affected employee the employee's regular hourly rate of pay/piece work average rate of pay in lieu of notice, or a

combination thereof provided, however, that no notice of long term layoff need be given where the lack of work is due to an act of God, power shortage, lack of material, machinery or equipment breakdown or other reasons beyond the reasonable control of the Company.

- (c) The Company shall give to each affected employee and the Union appropriate advance written notice of a permanent layoff as per the Employment Standards Code C.C.S.M.c.E110, 2007, or pay to each affected employee the employee's regular hourly rate of pay/piece work average rate of pay in lieu of notice, or a combination thereof provided, however, that no notice of permanent layoff need be given where the lack of work is due to an act of God, power shortage, lack of material, machinery or equipment breakdown or other reasons beyond the reasonable control of the Company. If a greater period of notice is required by legislation, such greater period of notice shall be given.

16.03

Recall

- (a) Employees will be recalled in reverse order of layoff provided, however, that Article 16.01(b) will apply if the employee is recalled to an operation/classification different from the one (1) from which he/she was laid off. No new employee will be hired while there are regular employees on layoff who are immediately available to perform the work and who have the qualifications and skill to perform the work in an efficient manner.
- (b) Notice of recall to an employee who has been laid off shall be made by registered mail to his/her last known address, the onus being on the employee to keep the Company advised of his current address.
- (c) Union Stewards shall be the last employees laid off in each department and the first employees recalled in each department provided they have the qualifications and skill to perform the available work in an efficient manner.

ARTICLE 17 DISCHARGE AND DISCIPLINE

17.01 Subject to the terms of this Agreement, no employee shall be discharged or discriminated against for lawful Union activities or for reporting to the Union any violation of this Agreement.

17.02 Where an employee is given a written reprimand, a suspension or discharge, the employee shall have one (1) of the Shop Stewards present if there is a Shop Steward working at the same time and at the same location as the employee and/or, if readily available, a Union Representative present. This provision does not preclude the Company from giving a written warning, suspending or discharging an employee without holding a meeting but in such cases a copy of the written warning will be sent to the Union and the confirmation referred to in Article 17.03 will be sent to the employee and the Union.

17.03 Where an employee is given a written reprimand which is to be entered on the employee's personnel file, is suspended or is discharged, such reprimand, suspension or discharge will be confirmed to the employee by the Company in writing and a copy will be faxed to the Union office.

17.04 A written warning will be removed from an employee's personnel file after a period of twelve (12) months has elapsed from the date of issuance. In calculating the said twelve (12) month period, absences by the employee from work for any reason will be excluded.

ARTICLE 18 HOLIDAYS WITH PAY

18.01 The following days will be observed as paid holidays for employees:

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 (1ST Monday in August)	

If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Manitoba, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.

18.02 In order to qualify for payment for any of the holidays referred to in Article 18.01, each employee must have worked on his last scheduled shift immediately preceding the holiday and his first scheduled shift immediately following the holiday (except Christmas Day, Boxing Day and New Year's Day) unless he/she was absent due to illness or injury, in which event the employee must provide to the Company satisfactory medical evidence that he/she was unable to work due to illness or injury, or unless he/she was absent due to an authorized leave of absence of not more than thirty (30) working days.

18.03 An employee who complies with the qualifications set forth in Article 18.02 shall be paid for each of the holidays referred to in Article 18.01 an amount equivalent to his regular hourly rate of pay/piece work average rate of pay for the number of straight time hours in his/her normal work day unless the employee is being paid insurance or Workers Compensation or other benefits for a holiday, in which event the Company will make up the difference between the insurance or Workers Compensation or other benefits paid to the employee and the amount the employee would otherwise have received for the holiday pursuant to this Article 18.03. It shall be incumbent upon the employee to claim payment of the insurance or Workers Compensation or other benefits to which he/she is entitled and to provide records of such payment to the Company in order to enable the Company to compute the portion of the holiday pay that is owing to the employee.

18.04 If one (1) or more of the holidays observed by the Company pursuant to Article 18.01 occurs during an employee's vacation, such holiday(s) will be added to the beginning or the end of the employee's vacation as agreed to by the Company and the employee. If mutual agreement is not achieved, the Company will pay the employee for the day not taken in an amount equivalent to his/her regular hourly rate of pay/piece work average rate of pay for the number of straight time hours in his normal work day.

18.05 When a holiday, other than Remembrance Day, Christmas Day and Boxing Day, occurs on a Saturday or Sunday it will be observed on the preceding Friday or following Monday as determined by the Company. Remembrance Day shall be observed in accordance with the provisions of The Remembrance Day Act (Manitoba).

18.06 When Christmas Day or Boxing Day (but not both) occur on a Saturday or Sunday, the holiday occurring on the Saturday or Sunday will be observed, as determined by the Company, on the working day preceding or following the holiday which did not occur on the Saturday or Sunday.

18.07 When Christmas Day and Boxing Day occur on a Saturday and Sunday, Christmas Day will be observed on the preceding Friday or following Monday as determined by the Company and Boxing Day will be observed, as determined by the Company, on the working day preceding or following the day observed as Christmas Day.

ARTICLE 19 VACATIONS WITH PAY

19.01 In order to qualify for vacation with pay as set out below, employees must have worked for the Company not less than ninety-five percent (95%) of the regular working hours during the twelve (12) months June 1 to May 31. In computing regular working hours, the regular working hours of the following periods shall not be included:

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprising:
 - (i) time during which the employee has been authorized by the Company to be absent from work; and
 - (ii) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time by reason of illness or injury.

Where an employee does not qualify for vacation with pay as outlined above, the employee shall receive vacation pay, calculated at two percent (2%) of his regular straight time wages earned by him/her in the immediately preceding twelve (12) months ending at the end of the last pay period ending in May, for each week of vacation entitlement for which no vacation allowance has been paid.

19.02 Each employee who, on June 1 of each year, has less than one (1) year of continuous service with the Company, shall be entitled to receive an amount equal to four percent (4%) of his regular straight time wages earned during the period of employment for which no vacation allowance has been paid up to the end of the last pay period ending in May.

19.03 Each employee who, on June 1 of each year, has one (1) year of continuous service but less than five (5) years of continuous service with the Company shall receive two (2) weeks' vacation with pay at his regular hourly rate of pay/piece work average rate of pay as at May 31.

19.04 Each employee who, on June 1 of each year, has five (5) years of continuous service but less than fifteen (15) years of continuous service with the Company shall receive three (3) weeks' vacation with pay at his regular hourly rate of pay/piece work average rate of pay as at May 31.

19.05 Each employee who, on June 1 of each year, has fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service with the Company shall receive four (4) weeks' vacation with pay at his regular hourly rate of pay/piece work average rate of pay as at May 31.

19.06 Each employee who, on June 1 of each year, has twenty-five (25) years of continuous service but less than thirty (30) years of continuous service with the Company shall receive five (5) weeks' vacation with pay at his regular hourly rate of pay/piece work average rate of pay as at May 31.

19.07 Each employee who, on June 1 of each year, has thirty (30) years of continuous service or more with the Company shall receive six (6) weeks' vacation with pay at his regular hourly rate of pay/piece work average rate of pay as at May 31.

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

19.09 Vacation pay will be paid to employees at the end of the first pay period in June and employees shall be entitled to take equivalent vacation time off work without pay in accordance with the provisions of this Article 19.

19.10 The Union and the employees acknowledge that the seasonal nature of the business and the requirements and efficiency of operations might restrict the ability of employees to take all or part of their vacation during the period May 15 to September 1.

19.11 Each employee shall be granted and shall take his vacation at such times as determined by the Company but the Company shall, subject to the requirements and efficiency of operations, endeavour to give preference in the selection of vacation dates to employees on the basis of Operational Seniority and not unreasonably deny employee requests. In order to exercise their seniority rights in relation to vacation preference employees must submit their vacation requests in writing by no later than April 15 each year. It is understood, however, that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the business.

19.12 Employees may not, without the permission of the Company, take less than one (1) week of vacation at any one (1) time. The consent of the Company permitting an employee to take his full vacation entitlement at one (1) time shall not be unreasonably withheld but employees with vacation entitlement in excess of three (3) weeks may be required to split their vacation period and take the fourth (4th) and/or fifth (5th) week and/or sixth (6th) week of vacation at some other time as determined by the Company based on the requirements and efficiency of operations.

19.13 Except as indicated below, vacation entitlements earned as at June 1 must be taken within the twelve (12) months immediately following said June 1 and shall not be accumulated.

Subject to the requirements and efficiency of operations, once every three (3) years an employee will be allowed to carry over up to four (4) weeks' vacation to the following year provided the employee notifies the Company in writing at least ninety (90) calendar days in advance of his/her vacation in one (1) year of his/her desire to carry over up to four (4) weeks' vacation to the following year.

19.14 With respect to an employee's entitlement to three (3) weeks' vacation pursuant to Article 19.04, a former employee's service with the Company will be bridged upon a subsequent rehire on the provision that the employee had worked for the Company a minimum of four (4) years in the preceding ten (10) year period and had worked for the Company at least fifty (50%) percent of the regular working hours in each of the aforesaid four (4) years.

ARTICLE 20 WAGE RATES AND RELATED FACTORS

20.01 The minimum hourly rates of pay and the minimum rates payable to any employee in his respective classification shall be those set forth in the Wage Schedule (Appendix "A") appended hereto and forming part hereof. Nothing shall prevent the Company from exceeding the minimums under this Agreement payable to any employee from time to time.

20.02 Employees shall be paid bi-weekly unless otherwise agreed to by the Company and the Union. Errors in an employee's pay cheque in an amount of less than ten percent (10%) of the employee's net pay for the pay period will be corrected on the employee's next pay cheque. Errors of ten percent (10%) or more will be corrected by the Company issuing a manual cheque to the employee within three (3) working days of the employee notifying his immediate supervisor in writing of the error.

20.03 The Company will provide a direct deposit system for payroll purposes. Employees will have the option of having their pay cheque deposited to the financial institution of the employee's choice. The Company will continue to provide to employees their pay stubs on regular pay days.

ARTICLE 21 MISCELLANEOUS

21.01 The Company will not give an employee work to perform at home.

ARTICLE 22 BULLETIN BOARD

22.01 The Company will allow the Union to install an agreed upon bulletin board on its premises at 555 Logan Avenue for Union notices relating to Union meetings, Union elections, the names of Union officers or Shop Stewards and social and recreational events. Prior approval of the Company need not be obtained with

respect to such notices but the Union shall furnish the Director of Operations or his designate with a copy of such notices. The contents of such notices will not in any way be derogatory to the Company or its management, employees, suppliers or customers. Notices other than those referred to above require the prior approval of the Company expressed by the initials or signature of the Director of Operations or his designate prior to posting. No Union notices, bulletins or other publications will be distributed on Company property without the prior written approval of the Director of Operations or his designate.

22.02 The Company shall permit the Union to affix the Union's decal on the front door or front window of its premises at 555 Logan Avenue, the exact location of which decal is to be determined by the Company.

22.03 Subject to business considerations and where practicable, the Company will attempt to have the Union label printed on the back of the care and content label sewn into the garment.

ARTICLE 23 ABSENCES FROM WORK

23.01 The Company may grant to an employee who has three (3) or more years of continuous service with the Company a leave of absence without pay and without loss of seniority for a period not to exceed eight (8) weeks, once every three (3) years. Subject to the requirements and efficiency of operations, permission for such leave will not be unreasonably denied.

23.02 The Company may grant to an employee who has five (5) or more years of continuous service with the Company a leave of absence without pay and without loss of seniority for a period not to exceed three (3) months, once every four (4) years. Subject to the requirements and efficiency of operations, permission for such leave will not be unreasonably denied.

23.03 An employee desiring a leave of absence without pay and without loss of seniority in accordance with Article 23.01 or Article 23.02 must request same in writing at least ten (10) weeks prior to the requested starting date of the absence and shall submit the written request.

23.04 The Company shall grant to any employee on compassionate grounds of a serious and compelling nature a leave of absence without pay and without loss of seniority for a period not to exceed two (2) months. Employee abuse of this Article 24.04 will not be permitted.

23.05 The Company may grant a leave of absence without pay to any employee for legitimate personal reasons.

23.06 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee. Twenty-one (21) calendar days' advance written notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to in writing by the Company, no more than one (1) 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 in writing between the Company and the Union.

23.07 Convention/Conference/Education Leave

A leave of absence without pay for the purpose of attending conventions/conferences and/or education seminars shall be granted to employees by the Company upon receiving a written request from the Union. Time off shall not be granted to more than five (5) employees at any one (1) time unless otherwise mutually agreed to in writing between the Company and the Union and the duration of any such leave shall not exceed twenty (20) working days per person in total for any one (1) contract year. The Union shall give the Company written notice not less than twenty-one (21) calendar days before the requested leave is to commence. A request for an extension of any such leave of absence must be made in writing at least seven (7) calendar days prior to the expiration of the leave already granted and shall be considered by the Company in relation to existing working conditions.

23.08 Negotiation Leave

Leave of absence without loss of seniority for the purpose of attending negotiations with the Company for the renewal of this Agreement will be granted to a maximum of seven (7) employees. Such employees will be paid their respective regular hourly rates of pay for the time spent in negotiations with the Company during the employee's scheduled shift. In the event negotiations on any one (1) day commence after the start of the employee's scheduled shift or terminate prior to the end of the employee's scheduled shift, the employee may elect to report to work or return to work as the case may be for the part of his/her shift and be paid accordingly, or not report to work or not return to work as the case may be and in such event s/he will not be paid for the part of his/her shift which s/he would have worked but elected not to.

23.09 The Company will not unreasonably deny employee requests for leave of absence but all leaves of absence must be requested in writing, are subject to the requirements and efficiency of operations and must be approved in advance and in writing by the Director of Operations or his designate who may refuse or allow, in whole or in part, any request for leave, except requests for compassionate leave as provided for in Article 23.04.

23.10

Maternity Leave

A female employee who has completed six (6) consecutive months of employment with the Company who submits an application in writing for maternity leave at least four (4) weeks prior to the date specified by her in her application as the date on which she wishes to commence such leave and who provides the Company with a certificate of a duly qualified physician certifying that she is pregnant and specifying the estimated date of delivery shall be granted a maternity leave of absence without pay terminating not later than seventeen (17) weeks following the birth. The employee must return to work on or before the expiry of the seventeen (17) weeks following the birth unless she wishes to take parental leave immediately following her maternity leave.

23.11

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 completes six (6) consecutive months of employment; and
- (c) 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 **sixty-three (63)** 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. If the

employee meets the requirements set out above, the employee may decide when such parental leave will commence.

If an employee intends to take parental leave in addition to maternity leave such leaves shall be consecutive unless the employee and the Company make other arrangements, in writing.

(C) Late Application for Parental Leave

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

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of parental leave shall be reinstated by the Company in the position occupied by the employee at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

(E) Benefits provided for in this Article 23.11 are in addition to maternity leave benefits provided for in Article 23.10.

23.12 Bereavement Leave

Where an employee is absent from work due to the death of his/her spouse (including common-law of the same and opposite sex after six-months of co-habitation), parent, child, brother, sister, he/she shall receive pay at his/her regular hourly rate of pay for scheduled hours lost up for up to five (5) days scheduled days. Grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law, he/she shall receive pay at his/her regular hourly rate of pay for scheduled hours lost up for up to three (3) days scheduled days. Bereavement leave must be taken within seven (7) days of the death of the family member, or within fourteen (14) days, in the event that the employee is required to travel outside of Canada to attend the funeral / memorial service.

In the event of the death of a niece, nephew, aunt, uncle or great-grandparent an employee shall receive pay at his/her regular hourly rate for scheduled hours lost up to one (1) day at attend the funeral.

23.13 Each employee is required to notify his immediate supervisor prior to the start of his scheduled work period if he/she is going to be absent for any reason, indicating the reason for and the probable length of the absence. Each employee is also required to notify his immediate supervisor before leaving the premises for any reason during his scheduled work period. Failure to notify supervision or late notification or leaving work without notification may result in the absence being treated as unauthorized absenteeism. Consideration will be given to any extenuating circumstances which prevented the employee from notifying the Company of his absence prior to the start of his scheduled work period or from notifying his immediate supervisor before leaving work early.

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

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

ARTICLE 24 SAFETY AND HEALTH

24.01 The Company, the Union and the employees mutually agree to abide by the provisions of The Workplace Safety and Health Act (Manitoba) and cooperate in maintaining and improving the clean and safe working conditions in the Company's premises and in its operations. The Union agrees to cooperate in the enforcement of the Company's rules, regulations, policies and practices concerning safety, health and sanitation.

24.02 An employee may refuse to perform work and will not be subject to discipline as long as he/she has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health and he/she has immediately reported his refusal and the reasons therefore to his immediate supervisor. During this time the Company may assign the employee to alternative duties which he/she is capable of performing. Payment for the period of refusal will not be made if the employee refuses to perform the alternative duties.

24.03 The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet at least quarterly or more often by mutual agreement during regular working hours and which shall conduct safety tours of the Company's operation. The committee shall be comprised of eight (8) representatives from the Union and up to eight (8) management persons. The full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to

see. The Union office shall also be mailed a copy of these minutes. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

Employees on the Labour/Management Safety and Health Committee shall be paid by the Company at their respective regular hourly rates of pay for all time spent in attendance at meetings of the committee.

24.04 The Company will allow two (2) normal working days off with pay for each member of the joint Labour/Management Safety and Health Committee for the purpose of allowing such members to attend Union approved safety and health seminars, courses or conferences. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union. The Company shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit per calendar year.

24.05 Each employee shall maintain his immediate work area in a clean and orderly fashion.

24.06 The Company may require an employee to undergo a medical examination by a duly qualified medical practitioner of its choice to establish the state of health of the employee. Such a medical examination shall be conducted at no cost to the employee and the employee shall be paid at his regular hourly rate of pay for the time spent attending the medical examination if it must occur during his regular working hours.

24.07 An employee injured in an accident while at work, having to leave work because of the injury and qualifying for Workers Compensation benefits as a result of the injury but not compensated by Workers Compensation for the wages lost on the day of the injury shall be paid by the Company for the hours he/she would otherwise have worked on the day of the injury had he/she not been injured.

24.08 The Company will continue to supply each employee with the necessary protective clothing and equipment reasonably required by the employee in the performance of his job. Such items shall remain the property of the Company, shall not be removed from the Company premises and must be returned for new issue or upon termination of employment or layoff. Employees shall take reasonable care of such items and any employee willfully damaging or destroying them shall pay the Company for such items at cost by way of payroll deduction.

ARTICLE 25 TECHNOLOGICAL CHANGE

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

25.02 In the event of a technological change occurring during the life of this Agreement which will likely affect the security of employment of seven point five percent (7.5%) or more of the employees at work in terms of potentially and directly resulting in terminations or layoffs of that number of employees within a ninety (90) calendar day period, then:

- (a) The Company shall notify the Union at least ninety (90) calendar days before the introduction of the technological change and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the employees.
- (b) The Company and the Union shall meet as soon as possible and not later than sixty (60) calendar days prior to the intended date of implementation of the technological change for the purpose of negotiating reasonable provisions to address the impact on the employees affected.
- (c) If the Company and the Union fail to agree upon such provisions, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement and it is expressly understood and agreed that the arbitrator shall have jurisdiction to determine reasonable provisions to address the impact on the employees affected and that the arbitrator's decision shall be final and binding on all parties concerned. The arbitrator shall not have jurisdiction to determine whether or in what manner the technological change shall be implemented.

25.03 This Article 25 is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of The Labour Relations Act for the Province of Manitoba do not apply during the term of this Agreement to the Company and the Union and are hereby specifically waived.

ARTICLE 26 LABOUR/MANAGEMENT RELATIONS

26.01 A Labour/Management Relations Committee will be established to deal with matters of mutual concern relating to the workplace as may arise from time to time. The Committee will consist of up to five (5) Company representatives and four (4)

employees appointed by the Union and a Union representative who is not an employee of the Company. The Committee will meet at mutually agreeable times but at least once every four (4) calendar months to discuss matters of mutual concern. Employees shall be paid by the Company at their respective regular hourly rates of pay/piece work average rates of pay for all time spent in attendance at meetings of this Committee.

26.02 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in its discussions. The Committee may make recommendations to the Union and the Company with respect to its discussions and conclusions, but such recommendations are not binding in any way.

ARTICLE 27 COURT'S DECISION

27.01 Should it be determined by a court of law that it would be a violation of any legally effective Dominion of Canada or Province of Manitoba statute or any regulation(s) made thereunder to comply with any provision or provisions of this Agreement, the parties hereto agree to amend this Agreement for the sole purpose of making such provision or provisions conform to such Dominion of Canada or Province of Manitoba statute or regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 28 BENEFITS

28.01 The Company agrees to provide for a Group Benefit Plan for Dental Benefits **upon completion of probation**. The benefit coverage will be as outlined under Appendix "B" for all eligible employees and their eligible dependents as eligibility is defined in the plan. It is understood and agreed that the Company fulfills its obligations under this Article 28.01 by obtaining a plan which provides the benefits outlined in Appendix "B" and paying the requisite premiums therefore, but in all respects the benefits shall be administered in accordance with the rules and regulations of the plan obtained by the Company.

28.02 **The Company agrees to provide for** a Health benefit package which will provide the benefits outlined in Appendix "B1" **upon completion of probation**. It is understood and agreed that the Company fulfills its obligations under this Article 28.02 by obtaining a plan which provides the benefits outlined in Appendix "B1" and paying the requisite premiums therefore, but in all respects the benefits shall be administered in accordance with the rules and regulations of the plan obtained by the Company.

28.03

Canadian Commercial Workers Industry Pension Plan

Effective the date of ratification, the Company will contribute to the Canadian Commercial Workers Industry Pension Plan an amount of Forty-five (45¢) cents per hour for each straight time hour of actual work performed by each non-probationary employee in the bargaining unit covered by this Agreement. It is understood and agreed that the Company fulfils its obligations under this Article 28.03 by making the contributions referred to herein to the said Pension Plan. In all respects the benefits shall be administered in accordance with the rules and regulations of the Pension Plan and without limitation the obligations of the Company shall in no manner whatsoever extend to the performance of the obligations under the said Pension Plan. It is also understood and agreed that the said Pension Plan shall not be or be deemed to be part of this Agreement and shall not be subject to the grievance procedure or to the arbitration provisions contained in this Agreement. Contributions, together with a list of the names of the employees for whom the contributions have been made, the amount of the bi-weekly contribution for each employee and the number of straight time hours actually worked by such employees, will be forwarded by the Company to the Union within twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period.

28.04

In the event the Company requires an employee to produce a doctor's note, the Company will reimburse the employee for the cost of the note **unless the employees has been advised in writing of an attendance issue.**

28.05

Education and Training Trust Fund

The Company will make a lump sum contribution of one thousand (\$1000.00) dollars to the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund thirty (30) days after Union ratification.

28.06

Sick Time

Upon ratification a paid sick leave benefit shall accrue to each employee at the rate of 0.02312 hour of sick time per straight time hour of work performed by each non-probationary employee until a maximum of **fifty (56)** hours has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness and/or accident, **caring for family members and personal appointments.** Such days shall be paid for at the rate of one hundred (100%) of the employee's regular hourly rate of pay for each hour of such absence.

In January and July of each year, the Employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

If an employee is unable to attend work due to illness or injury they will be required to contact the Director of Distribution and if unavailable the HR Manager.

ARTICLE 29 HARASSMENT

29.01 The Company and the Union agree that harassment will not be condoned in the workplace and both parties will work together to recognize and resolve such concerns as they arise. Harassment does not include giving direction, reprimanding employees or correcting employee behaviour.

The Company's harassment policy is set forth in Appendix "C" for the purpose of information but it does not form part of this Agreement and will not be the subject of grievance or arbitration. The Company will post its harassment policy in the workplace.

ARTICLE 30 PLANT CLOSURE

30.01 The Company will give the Union as much notice as is reasonably practicable of a permanent closure of its facilities at 555 Logan Avenue, in the City of Winnipeg, in the Province of Manitoba.

30.02 In the event of a closure as referred to in Article 30.01, the Company will consult with the Union, the purpose of which would be to attempt to minimize any adverse impact to employees resulting from such closure. The discussions will include, but not be limited to, consideration of the formation of a plant closure committee. The Company will also approach the provincial government in an effort to secure whatever funding is available to assist employees affected by the closure.

ARTICLE 31 DURATION OF AGREEMENT

31.01 This Agreement shall come into effect on August 17, 2020 and shall remain in effect until August 16, 2022.

31.02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

APPENDIX "A"

WAGE SCHEDULE

A-1

Classification	Starting Wage Rates
	Effective Aug.17/17
Picking/Packing	\$13.00

A-2

All current Employees will **maintain** their **current** wages.

A-3 Minimum Wage Adjustment

In the event of an increase to the provincial minimum wage rate, the wage rate contained in Appendix A-1 will be adjusted. Wages will be increased by an amount required to place that rate twenty-five (25¢) cents above the Manitoba minimum wage.

A-4 Wage Rates

Effective August 17, **2021**, each hourly paid employee will receive **three (3%)** percent an hour wage increase.

All employees who are overscale are to remain overscale for the life of this Collective Agreement and shall receive the same hourly increases as the general increase outlined above.

APPENDIX "B"

Appendix B-1

Each eligible employee shall be entitled to \$10,000.00 of Life Insurance.

Each eligible employee shall be entitled to \$10,000.00 of Accidental Death and Dismemberment Insurance (ADD).

Each eligible employee shall be entitled to receive a Health Care Spending Allowance to be used to assist in the coverage of health and dental related expenses up to \$500 per plan year. The plan year goes from July 1 to June 30 of each calendar year. ***

Each eligible employee will participate in a Prescription Drug Plan offering 80% coverage to a maximum of \$1,000.00 per year for each qualifying dependent.

Appendix B-2

All eligible employees and their eligible dependents shall be entitled to receive 80% of eligible charges for the "Basic" dental services listed below:

Diagnostic:

- complete examination once every 3 years.
- recall or oral examinations covered twice in each calendar year.
- periapical or bite-wing x-rays covered once every two years if necessary.

Preventative:

- prophylaxis (the removal of deposits and stains from the tooth surface) up to twice in each calendar year.
- topical application of fluoride up to 2 applications in each calendar year.
- space maintainers (except when used in orthodontic treatment).

Surgical:

- extractions and complicated surgical procedures performed in the dentist's office, including post-operative care and general anesthesia.

Restorative:

- fillings made of amalgams, silicates, plastics and synthetic porcelains. Includes temporary stainless steel crowns.

Prosthetic:

- repair of damaged dentures. Adding teeth to existing dentures, or relining or rebasing the dentures. Each procedure limited to once every 3 years.

Accidental injury:

- Major dental services as a result of an accident up to a maximum of \$1,000.00 per year per person.

In addition to the "Basic" services listed, all eligible employees and eligible dependents shall be entitled to receive 50% of eligible charges for the "Major" dental services listed below:

Endodontics:

- the usual procedures required for pulpal therapy and root canal filling.

Periodontics:

- the usual procedures for treatment of the disease of the tissues and bones supporting the teeth.

Extensive Restorations:

- gold inlays and onlays.
- jackets, crowns and bridges to rebuild and replace missing teeth.
- each procedure except crowns limited to once in a 5 year period. Crowns will not be replaced within 5 years of placement.

Anesthesia:

- nitrous oxide analgesia, administered in the dentist's office.

Prosthetic:

- partial or complete upper and lower dentures, provided by a dentist or licensed denturist. Each procedure limited to once every 5 years. Allowances include all adjustments.

Orthodontic:

- The correction of malposed teeth.

Annual maximum for the dental plan is \$1500.00 per person. Lifetime maximum for orthodontic coverage is \$1500.00 per person. The dental plan is based on the prevailing Dental Fee Guide. Any charges over and above those listed on this guide shall be the responsibility of the employee.

Appendix B-3

Hourly employees will be given a Health Spending Account each January 1, in the amount of \$500 per year.

APPENDIX “C”

WESTERN GLOVE WORKS

NO HARASSMENT/ABUSE POLICY

At Western Glove Works, we are committed to providing a safe and respectful work environment for all staff and customers. No one may be harassed and no one has the right to harass anyone else, at work or in any situation related to employment with this organization.

This policy is a step toward ensuring that our workplace is a respectful and safe place for all of us, free from harassment.

What is Harassment?

There are two main types of harassment. One type includes inappropriate conduct in any form about a person's:

- age, race
- creed, religion
- sex, sexual orientation
- marital status, family status, economic status
- political belief, association or activity
- disability, size, weight, physical appearance
- nationality, ancestry or place of origin

A second main type relates to what is sometimes referred to as “bullying” behaviour that may involve:

- repeated humiliation or intimidation that adversely affects a worker's psychological or physical well-being
- a single instance so serious that it has a lasting, harmful effect on a worker

Harassment may be written, verbal, physical, a gesture or display, or any combination of these. It may happen only once, but often happens repeatedly.

What is not Harassment?

Reasonable actions by managers or supervisors to help manage, guide or direct workers or the workplace are not harassment. Appropriate employee performance reviews, counselling or discipline by a supervisor or manager is not harassment.

Employee Rights and Responsibilities

- Employees are entitled to work free of harassment at Western Glove Works.
- Employees have the responsibility to treat each other with respect. We ask that any employee who experiences harassment or sees another person harassed reports it to a supervisor, manager or the Human Resources Department.
- Employees are responsible to cooperate in the investigation of a harassment complaint. Anyone who investigates or gives evidence in a complaint investigation is asked to keep details confidential until the investigation is complete.
- All employees have the right to file a complaint with the Manitoba Human Rights Commission.

Employer Responsibilities

- Management at Western Glove Works must ensure, as much as possible, that no employee is harassed in the workplace.
- Management will take corrective action with anyone under their direction who harasses another person.
- Management will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:
 - necessary to investigate the complaint
 - a part of taking corrective action
 - required by law
- The harassment prevention policy at Western Glove Works does not discourage or prevent anyone from exercising their legal rights.
- Our company, its managers and supervisors are responsible for keeping a safe work environment, free of harassment. If you are a manager and you become aware of harassment you must do everything in your power to stop it, whether or not a complaint is made.
- Courts presume that employers and managers are responsible for being aware of harassment in their organization and may penalize them accordingly. Managers who ignore harassment leave themselves and their employer open to legal consequences, and will be disciplined.

Procedures Applying to Complaints of Harassment

- The Human Resources Department will inform the person who filed the complaint and the alleged harasser of the results of the investigation in a timely manner.

Corrective Action for Harassers

- Employees who harass another person will be subject to corrective action by the employer. In most cases, the harasser will also be required to attend workplace behaviour training.
- If the investigation does not find evidence to support the complaint, no record will be kept in the file of the alleged harasser. When the investigation finds harassment occurred, the incident and the corrective action will be recorded in the harasser's personnel file.

Confidentiality

- The company and its managers will not identify a complainant, an alleged harasser or any circumstances about a complaint, to anyone, except:
 - when it is necessary in investigating the complaint
 - if it is part of disciplinary action
 - where required by law

Retaliation

- Anyone who retaliates in any way against a person who has complained of harassment, given evidence in a harassment investigation or been found guilty of harassment, will be considered to have committed harassment and will be subject to corrective actions described previously.

Education

- Western Glove Works commits to making sure all of its employees and managers learn about harassment and the company's harassment policy.

Monitoring

- Western Glove Works will monitor this policy and make adjustments whenever necessary. If you have any concerns with this policy, please bring them to the attention of your supervisor or the Human Resources Department

Note:

- No record of the complaint, investigation or decision will go in the employee's personnel file if the complaint was made in good faith. Any unfavourable work review or comments that were placed in the complainant's personnel file because of the harassment will be removed from the file.

Implementation

- We ask for our managers and supervisors' support to ensure the implementation and maintenance of this policy.

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 Western Glove Works Ltd.

“All employees hired or rehired on or after the date of ratification of this Agreement shall, as a condition of employment, apply for membership in the Union within ten (10) calendar days from the date of hire or rehire and once membership is granted by the Union, such employees shall continue to be members of the Union for the duration of this Agreement.”


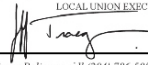
“The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing Exhibit One.”

“The Company will deduct from the wages of each employee such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union.

The Company agrees to deduct Union dues and/or initiation fees and/or assessments from the first paycheque of any new employee provided the employee has worked, or received pay, for more than forty (40) hours during the first pay period. If a new employee has worked less than forty (40) hours during the first pay period, the Company shall deduct only the initiation fee with respect to that employee. Thereafter, the amount of Union dues set by the Union from time to time shall be deducted from each subsequent paycheque of employees regardless of the amount of hours worked during any pay period subsequent to the first pay period, as long as the employee remains a member of the bargaining unit.”

“The Company will remit monthly the total sum of the amount so deducted to the Union on or before the twentieth (20th) day of the calendar month following the month in which the deductions were made, together with a list of the names and social insurance numbers of the employees from whose wages the deductions have been made and the amounts so deducted from each employee's wages.”

Please complete a Membership Application (Sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date. By signing the form below you are authorizing the Employer to provide the Social Insurance Number to the Union.

MEMBERSHIP APPLICATION			United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada	<small>CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION</small>	
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)	DEPARTMENT/NO.	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	TITLE/NO./LOCATION	EMPLOYMENT/NO.	FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/>		
CLASSIFICATION	PILO/NO.	PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		I have read this application 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 and liabilities. 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 policies and procedures regarding 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. I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.	
APPLICANT'S SIGNATURE	DATE SIGNED	LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:			

X _____

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

LETTER OF AGREEMENT

BETWEEN:

WESTERN GLOVE WORKS LTD., 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".

The Company and the Union agree to revert to the language that was agreed to by the parties and was in effect August 16, 2008 for the following clauses that are being deleted or amended should the Company reintroduce existing departments, operations or piecework again at a future time:

2.05, 2.07, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.08, 12.04, 12.05, 12.06, 12.07, 12.08, 12.11, 13.1, 13.02, 13.03, 15.01, 20.01, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09, Article 21, 31.02. Both parties agree to negotiate piecework rates in the Wage Schedule and ratify prior to the commencement of work.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

ATTACHMENT "B"
MEMORANDUM OF AGREEMENT

BETWEEN:

WESTERN GLOVE WORKS LTD.,
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 United Food and Commercial Workers Union, Local No. 832 (hereinafter referred to as "the Union") became the certified bargaining agent for certain employees of Western Glove Works Ltd. (hereinafter referred to as "the Company") by reason of the merger of the United Garment Workers of America, Local 35G and the Union on April 1, 1995;

AND WHEREAS the United Garment Workers of America, Local 35G and the Company had, prior to this merger, established a benefit fund known as the United Garment Workers of America Local 35 Sick Benefit Fund (hereinafter referred to as "the Fund");

AND WHEREAS the Union and the Company entered into a Collective Agreement on August 17, 2001 covering the terms and conditions of employment for certain employees of the Company;

AND WHEREAS the Collective Agreement above noted refers in Article 30 and Appendix "B" to the Fund;

THE COMPANY AND THE UNION HEREBY AGREES AS FOLLOWS:

The Union, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby:

- (a) release, remise and forever discharge the Company, and its directors, officers, shareholders, agents, employees, successors and assigns (hereinafter jointly and severally called "the Releasees"); and
- (b) covenant and agree to indemnify and save harmless the Releasees,

of and from any all claims, demands, actions, proceedings, fines, penalties and any other form of liability or expense or additional cost whatsoever which the Releases may

incur in respect of or arising from the operation of the Fund whether before or after the date of this Agreement.

The Company shall cease to have any obligations with respect to the operation of the Fund and shall cease to have any right to administer or control the Fund.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

