

ARAMARK CANADA LTD.
(Canadian Forces Base 17th Wing Westin)

FROM: March 2, 2020

TO: March 1, 2023

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



ARAMARK CANADA LTD.
(Canadian Forces Base 17th Wing Westin)

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EXPIRY DATE: March 1, 2023

AGREEMENT BETWEEN:

ARAMARK CANADA LTD.
employed at its operation at the
**Canadian Forces Base (17th
Wing Westin)**, in the City of
Winnipeg, Province of Manitoba,
hereinafter called the "Employer"

and

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832**,
chartered by the United Food &
Commercial Workers International
Union, hereinafter called the
"Union".

WHEREAS: The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and employees covered by this Agreement, to provide machinery for the prompt, fair, and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees of Aramark Canada Ltd. employed at its operation at the Canadian Forces Base (17th Wing Westin), in the City of Winnipeg, Province of Manitoba, save and except Managers, those above the rank of Manager and those excluded by the Act.

ARTICLE 2 DEFINITIONS

2.01 **Full-time Employee**

A full-time employee shall be a person who is normally scheduled to work forty (40) hours every week.

2.02 **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per week.

2.03 **Masculine or Feminine Gender**

When the masculine is used it shall also mean the feminine gender and vice versa, wherever applicable.

2.04 **Plural and Singular**

Where the plural is used it shall also mean the singular and vice versa, wherever applicable.

2.05 **Promotion**

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

2.06 **Demotion**

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

2.07 **Layoff**

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

2.08 **Spouse**

The word "spouse" shall mean a person of the same or opposite sex to whom the employee is married or has continuously cohabited with in a conjugal relationship for twelve (12) months or more, which is recognized as such in the community in which they reside.

ARTICLE 3 UNION SHOP

3.01 The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only employees paying **Union** dues. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official Membership Application form within ten (10) calendar days of date of hire or rehire and become members within thirty (30) calendar days.

3.02 The Employer agrees to provide new employees and rehired employees at the time of employment with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.

3.03 The Employer agrees to forward Exhibit One, duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an employee as per **sub-article** 3.02 above. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

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

Upon written request, the Employer shall provide to the Union a list of employees who have retired, laid off, on leave or on sick leave.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer agrees to deduct from the wages of employees, the Union dues, initiation fees and assessments levied by the Union. Union dues shall be deducted from the employees' bi-weekly **pay**. If a full-time employee is on vacation, such deduction will be made from the employee's vacation pay.

4.02 In the case of a new **or rehired** employee, the initiation fee **and Union dues** shall be deducted from their first regular pay. Thereafter, Union dues shall be deducted in accordance with **sub-article** 4.01.

4.03 Monies deducted pursuant to **sub-articles** 4.01 and 4.02 above, shall be remitted **electronically** by the Employer to the Secretary-Treasurer of the Union by the 10th day of the month following the month in which the deductions were made. At the same time the Employer will provide **an electronic** statement showing the names and Social Insurance Numbers of employees from whose pay a deduction was made and the amount of the deduction.

The Union shall advise the Employer in writing of the amount of regular Union dues and initiation fee to be deducted from the wages of employees and shall notify the Employer in writing of any change in the amount of such Union dues to be deducted at least thirty (30) calendar days in advance of the change.

4.04 The Secretary-Treasurer of the Union shall notify the Employer in writing of the amount of Union dues and initiation fees and shall notify the Employer of any changes in these amounts during the term of this Collective Agreement.

4.05 The Union agrees to indemnify and save harmless the Employer from any and all claims, suits, judgments, attachments and from any form of liability arising from or as a result of the deduction of such dues in accordance with the foregoing authorization, and the Union will refund direct to any employee from whom a wrongful deduction has been made.

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

4.07 The Employer agrees to provide the Union with any changes to the employee's name, address, phone number, classification, **status (part-time or full-time)** and rate of pay on a quarterly basis.

ARTICLE 5 HOURS OF WORK

5.01 The basic maximum work day shall consist of eight (8) consecutive hours of work except for meal break, and the basic work week shall consist of forty (40) hours of work.

No Split Shifts

The Employer agrees that there will be no split shifts, unless the employee agrees to do so.

5.03 The Employer agrees to offer part-time employees the opportunity to work the normal hours of work that become available because of a temporary absence due to vacation or illness of another employee within the bargaining unit.

5.04 In a week in which one **(1)** or more **General Holidays** occurs, the normal basic work week for full-time employees shall be reduced by eight (8) hours for each **General Holiday**, as defined in the General Holidays Article of this Agreement. Any full-time employees whose work week is reduced by eight (8) hours for each of the holidays observed, shall nevertheless be paid their full forty (40) hour work week as if they had worked the whole week.

Posting Work Schedule

Work schedules shall be posted in the unit, including starting times and quitting times. Employees shall be notified of schedule changes, subject to **sub-article 5.06 - Notice of Shift Change**, by the **Operations Manager** or District **Manager**.

Notice of Shift Change

The schedule for employees may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as

snow storm, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given. All changes made to the schedule after the schedule has been posted must be changed on the schedule that is posted.

5.07 **Time Clock/Sheets**

The Employer shall provide either a time clock or time sheets to enable employees to record their own time for payroll purposes. Employees should record their own time at the time they start and finish work and at the time they commence and return from meal periods. Where time sheets are used, the employees will record their time in ball point pen. Time sheets shall be in a form mutually agreed upon. Union Representatives shall be entitled at any time to examine time records for the purpose of overseeing that the Union Agreement is being implemented. Each employee shall be required to sign their time sheet at the end of each week and record their time as indicated above.

5.08 **Emergency Pay**

In the event of a major snow storm, any employee who reports late for work, but in any event within the first two (2) hours of their scheduled shift, shall receive pay for the full shift. It is understood that overtime rates of pay will not apply until the employee has completed eight (8) working hours.

ARTICLE 6 MEAL AND REST PERIODS

6.01 **Meal Periods**

- (a) A person working a daily shift of five (5) hours or more will have one (1) thirty (30) minute uninterrupted meal period, without pay.
- (b) There shall be no exceptions to the meal period unless otherwise mutually agreed to between the employee concerned and **the Operations Manager**.
- (c) Times at which meal periods are taken shall be scheduled by **the Operations Manager** but they shall endeavour to schedule the meal periods so that they occur in the middle of the employee's shift, as far as that is possible and as is consistent with the Employer's operation.

6.02 **Rest Periods**

- (a) A person working a daily shift of three (3) hours or more but less than five (5) hours will receive one (1) fifteen (15) minute uninterrupted rest period with pay.

- (b) A person working a daily shift of five (5) hours or more but less than seven (7) hours will receive one (1) fifteen (15) minute uninterrupted rest period with pay which shall be in addition to the thirty (30) minute uninterrupted meal period without pay that is provided for in **sub-article 6.01 - Meal Periods**, above.
- (c) A person working a daily shift of seven (7) hours or more will receive two (2) uninterrupted fifteen (15) minute rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in **sub-article 6.01 - Meal Periods**, above. One (1) rest period shall be granted before the said meal period and one (1) rest period shall be granted after the said meal period.
- (d) To the extent possible and as is consistent with the efficiency of the Employer's operation, rest periods for all employees shall not begin until one (1) hour after commencement of work and less than one (1) hour before either the meal period or the end of the employee's shift and shall not be combined with a meal period.
- (e) A rest period scheduled by the Employer shall be fifteen (15) minutes' uninterrupted duration.

6.03 In emergency situations, employees who are required by the manager to work through their meal and rest periods, shall receive time and one-half (1½) for all time worked during their meal period and/or rest periods.

6.04 If an employee is required to work overtime at the completion of an eight (8) hour shift and if the Employer does not schedule a meal period without pay, then the employee shall be scheduled a fifteen (15) minute rest period with pay, within one half (½) hour of the end of the first shift, providing the overtime is for two (2) hours or more.

ARTICLE 7 MINIMUM SHIFT

7.01 No full-time employees shall be called in to work on their day or days off for less than four (4) hours in any one (1) shift. If required to work less than four (4) hours, said employee shall nevertheless be paid for four (4) hours at the appropriate rate of pay.

7.02 No part-time employees shall be scheduled or called in to work less than four (4) hours in any one (1) shift. If required to work less than four (4) hours, the employee shall nevertheless be paid for a four (4) hour shift.

7.03 Employees are not permitted to perform any work other than that assigned by the Employer during working hours, or while on Employer premises.

7.04 An employee who is unable to report to work shall ensure that the Employer is notified at least one (1) hour before the beginning of their shift, except for good and sufficient cause.

7.05 Employees shall keep the Employer informed of their latest address and telephone number.

ARTICLE 8 OVERTIME

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

8.02 Overtime shall be by mutual consent and where practical, shall be offered to the most senior employee on the shift first, and thereafter in decreasing order of seniority, provided the employee has the ability to perform the normal requirements of the job. If no senior employee wishes to accept the overtime, then management will assign the job function to such other employee who is available and who has the ability and is qualified to do the work.

8.03 Any employee scheduled to work on **Saturday and/or** Sunday, which is not part of their regular work week, shall be paid at one and a half (1½) times their regular hourly rate of pay for all hours worked and such payment shall constitute the total payment required.

8.04 It is understood and agreed, however, that should an employee's normal work week encompass a Saturday and/or Sunday, those days shall be deemed to be **regular** working days and the employee's sixth (6th) and seventh (7th) day following their fifth (5th) day worked in seven (7) **consecutive days** shall be deemed to be payable at time and one half (1½).

8.05 Compensating time off shall not be given in lieu of overtime, unless such compensating time off equaling the applicable overtime rates is mutually agreed to by the Employer and the employee.

ARTICLE 9 GENERAL HOLIDAYS

9.01 The following days shall be recognized and considered as paid **General Holidays** for which regular full-time employees shall suffer no reduction in pay if not required to work:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day
Canada Day
Terry Fox Day

Labour Day
Remembrance Day
Thanksgiving Day
Christmas Day
Boxing Day

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal Government, provided that, when any of the above holidays fall on the Sunday, the day substituted by the client shall be observed. And further provided that any individual employee affected shall have worked their last assigned hours immediately before and their first assigned hour immediately after, any one of the above holidays, unless one of the said days was their regular assigned off-duty day.

Should the client's operations be closed the entire day, or part of the day on Christmas Eve, the Employer agrees to pay employees regularly scheduled to work on that day their regular wages for the hours they normally would have worked. In the event that the client's operation is opened for part of the day and the Employer is required to provide food services, employees required to work will receive their regular pay for the hours worked and the Company will pay them for the hours they did not work due to the closure. At no time will employees receive overtime rates for work on this day, nor will it be considered a **General Holiday** as specified above.

9.02 In order for an employee to receive **General Holiday** pay, they must not have been voluntarily absent from work on the scheduled work day prior to **or** following such holiday. Any employee who is absent from work on an authorized leave of absence, **illness, injury** or vacation on the day before or on the day after a general holiday shall still receive the **General Holiday** pay.

9.03 **All part-time employees shall receive General Holiday pay in an amount of five (5%) per cent of their total gross earnings (excluding overtime) four (4) weeks immediately prior to the General Holiday.**

9.04 **General** Holiday pay for full-time shall be defined as straight time hourly rate paid exclusive of shift premium calculated for a normal eight (8) hour work day.

9.05 In no event will an employee who has been laid off for **four (4) consecutive weeks or more due to** lack of work receive payment for any General Holiday which occurs during the period of layoff.

9.06 Any employee working on a **General Holiday**, as designated in Article 9 - General Holidays, of this Agreement, shall be paid at the regular hourly rate they would have received had they not worked, plus an additional time and one half (1½) said hourly rate for all time required to be on duty.

ARTICLE 10 WAGES/NEW CLASSIFICATIONS

10.01 The minimum hourly rates of wages for all employees coming under this Agreement shall be as per Appendix "B" of this Agreement, and shall form part of this Agreement, provided that where an individual employee's weekly or hourly wages are

higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the job classifications and not to the individual.

10.02 If a new classification is created by the Employer within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, then at the request of either party, the matter shall be submitted to the Arbitration procedure contained in this Agreement.

ARTICLE 11 EMPLOYEES' PAY DAY

11.01 The Employer agrees to pay each employee through a direct deposit into a bank or financial institution of the employee's choice and agrees to deliver to the worksite or mail no later than the day before payday, a detailed pay stub indicating all deductions made from the employee's pay, as well as the amount of net pay deposited in the employee's bank account.

11.02 The Employer also agrees to rectify any payroll mistakes and make the adjustments to the employees involved by the pay day following the one in which the error was made, or by the payday following the pay cutoff day immediately after being advised of such error by an employee.

ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS/ PERMANENT TRANSFERS

12.01 In the event that an employee is temporarily transferred to a higher rated classification for a period of one (1) eight (8) hour shift or more in any calendar week, the employee shall receive the rate of pay for the classification to which they have been temporarily assigned, with that rate being retroactive to the time they commenced working in the higher rated classification.

12.02 Any employee who is permanently transferred to a higher rated classification shall be paid the rate of pay for the classification to which they have been transferred.

12.03 Any employee who is temporarily assigned to work in a lower paying classification will not have their hourly rate of pay reduced during this time period.

12.04 Any employee who is permanently assigned by the Employer work in a lower rated classification will not have their hourly rate of pay reduced. **Said employee shall be considered overscaled and shall be paid no less their current hourly rate of pay until such time as they are no longer employed by the Employer or until such time as they have been permanently assigned to a classification that provides for an hourly rate of pay that exceeds the overscaled hourly rate of pay that was being paid to them.**

12.05 **Supervisory Premium**

In the event of a designated employee relieving in a Supervisory role or duty, the employee shall receive their hourly rate of pay and an additional hourly premium of one dollar and fifty (\$1.50) cents per hour for the assigned time.

All premiums payable under this Article shall not be considered as part of the employee's basic rate of pay.

**ARTICLE 13 NON-BARGAINING UNIT PERSONNEL/
TEMPORARY WORK IN THE BARGAINING UNIT**

13.01 A non-bargaining unit personnel shall have the right to temporarily work in a location in emergency situations (such as sickness when no proper notice was given, absenteeism, severe snow storms) or the training or orientation of newly hired employees for a reasonable temporary period only.

ARTICLE 14 VACATIONS WITH PAY

14.01 An employee with less than one (1) year of service by July 1st shall receive one (1) day for each month of work, up to a maximum of ten (10) working days' vacation with pay.

14.02 Vacations with pay shall mean the hourly rate of pay the employee is earning at the time vacations are taken.

14.03 Employees who have completed one (1) years' service but less than five (5) years' service shall be entitled to two (2) weeks' vacation with pay.

14.04 Employees with three (3) years of service in the last ten (10) years who have completed at least one (1) full year of full-time employment immediately prior to the anniversary date of the third (3rd) year shall be entitled to three (3) weeks' vacation with pay.

14.05 Employees who have completed ten (10) years or more of service immediately prior to the anniversary date of the tenth (10th) year shall be entitled to four (4) weeks' vacation with pay.

14.06 The vacation period shall be from May 1st to September 30th of each year, unless taken outside this period by mutual agreement between the employee and the Front Line Manager.

14.07 The Employer reserves the right to determine the vacation period for each employee, but agrees to follow the seniority provisions of this Agreement.

14.08 Employees shall sign the vacation schedule by March 1st each year. Employees not completing the schedule by that date shall not be able to exercise their seniority in selection of vacation periods.

14.09 Employees shall exercise seniority with respect to one (1) two (2)-week block of vacation time only during the months of June, July and August.

14.10 Requests for vacations made after March 1st must be made at least thirty (30) days in advance of the vacation period unless otherwise mutually agreed.

14.11 When a **General Holiday** occurs during an employee's vacation period, the employee shall inform the Employer at least two (2) weeks in advance of their vacation period, as to whether they will be taking the pay or an extra day's vacation added to their vacation period.

14.12 Employees with less than one (1) year of employment and whose employment is terminated, shall receive four (4%) percent of their total gross earnings for the period of time for which they have not received vacation pay.

14.13 Employees with more than one (1) years' service and whose employment is terminated, shall receive vacation termination pay for the period they have not been compensated for in the amount of four (4%) percent, six (6%) percent or eight (8%) percent, in accordance with their vacation entitlement.

14.14 An employee's approved scheduled vacation dates will not be changed by the Employer without four (4) weeks' prior written notice, and in no event will they be changed by the Employer, if the employee produces evidence of more than fifty (\$50.00) dollars obligation committed prior to the four (4) weeks' written notice.

14.15 Vacations are not cumulative from year to year and vacations may not be carried over into the next vacation year except at the sole discretion of the Employer.

14.16 Whenever requested in advance, vacation pay shall be paid to full-time employees no later than one (1) calendar week immediately preceding the beginning of the vacation period.

14.17 The Employer agrees that an employee who is hospitalized during their vacation shall be entitled to reschedule their vacation at a mutually acceptable time.

14.18 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

14.19 If an employee who is entitled to sick leave benefits is hospitalized, is bed-ridden, or confined to their residence (verified by a physician) during their vacation period, they may have the said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date, such date to be mutually agreed upon.

ARTICLE 15 MANAGEMENT'S RIGHTS

15.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, classify, transfer, demote, lay off, recall, suspend and discharge or other discipline employees, providing that a claim by an employee who has acquired seniority standing that **they have** been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the service to be performed and the methods, procedures, facilities and equipment to be used in connection therewith; and
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by employees.

15.02 The Employer agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

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

ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE

16.01 Time spent by employees at a meeting called by the Employer or at seminars and/or training sessions on their scheduled day of work shall be considered as time worked and paid as such.

16.02 Employees attending meetings called by the Employer immediately after their regular shift shall be paid overtime rates for time spent at such meetings.

16.03 Employees called back to attend meetings on a regularly scheduled work day or on a scheduled day off shall be paid a minimum of three (3) hours' pay at straight time.

16.04 Employees voluntarily attending seminars or training sessions on their regularly scheduled days off shall be paid for actual time spent at the seminar or training session at overtime rates.

16.05 When an employee is required to attend and obtain certification for required Food Safety Training, the Employer will cover the cost of the required training and hours worked to attend.

ARTICLE 17 NO STRIKES OR LOCKOUTS

17.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike, slowdown, sitdown, or work stoppage, either complete or partial, during the term of this Agreement.

17.02 Conciliation

The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

ARTICLE 18 UNION REPRESENTATIVES' VISITS

18.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Such visits shall not unduly disrupt operations. If necessary, a Union Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward shall be considered as time worked.

ARTICLE 19 LEAVES OF ABSENCE

19.01 **Union Leave**

The Employer agrees to allow one (1) bargaining unit person at a time to have time off work without pay in order that they may attend Union meetings, educational meetings, conferences and conventions. The Union will give the Employer a minimum of two (2) weeks' notice in regard to such request to attend union meetings, educational meetings, conferences and conventions. In order to minimize disruption to the Employer's operations, the Union agrees to cooperate with the Employer in circumstances which result in difficulties in granting said leaves of absence.

19.02 **Personal Leave**

Employees shall be granted a leave of absence, without pay, and with a continuation of seniority accumulation for a period of time not to exceed six (6) months, for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Where possible, the employee shall give the Employer a minimum of two (2) weeks' notice when requesting said leave of absence.

19.03 **Negotiations Leave**

The Employer shall allow time off with pay for one (1) employee to participate on the Union Negotiating Committee.

19.04 **Maternity Leave**

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

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

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

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

19.05

Parental Leave

An employee who becomes a natural **parent** or who adopts is entitled to unpaid parental leave of up to **sixty-three (63)** weeks. The employee shall make every effort to give at least four (4) weeks written notice of **their** intention to commence the leave and a planned date of return.

Notwithstanding the above notice period, an adoptive parent will notify the employer when **they are** advised of the date of the adoption placement. The employee shall furnish proof of adoption with the written request for leave.

When an employee has informed the Employer of their date of return they shall be returned to their job or a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained if the employee has paid their portion of the health and welfare premiums during the leave. Failure to do so will result in the benefits being discontinued.

19.06

Parenting Leave

Each employee **who has not taken maternity leave**, shall be granted a two (2) day **parenting** leave of absence with pay which shall be taken within seven (7) calendar days following the birth of **their** child. Said employee shall also be entitled up to an additional seven (7) calendar days off without pay if **they** so desire. **Parenting** leave shall be in addition to any parental leave the employee may be entitled to.

19.07

Bereavement Leave

- (a) Employees will be granted time off work, with pay, of **five (5)** scheduled work days, which can be taken non-consecutively if needed, in the event of death in their immediate family.
- (b) Employees will be granted time off work with pay of two (2) scheduled work days, which can be taken non-consecutively if needed, in the event of death of their aunt, uncle or cousins.
- (c) If an employee chooses to take their bereavement days non-consecutively, they must provide as much advance notice as reasonably possible of the day(s) they will not be present at work. In any event, non-consecutive bereavement days must be taken with **three (3) months** of the death of the respective family member as defined above.

- (d) The term "immediate family" shall mean spouse, including common law spouse, **same sex partner, fiancé**, parent (including foster and step), child, brother or sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, stepdaughter, stepson, stepbrother and stepsister.
- (e) Employees will be granted one (1) day off, with pay, in the event of a death of a relative not specified above, or in the event of the death of a close friend living in the same household as the employee.
- (f) Additional time off without pay for bereavement purposes may be granted by mutual agreement between the Employer and the employee concerned.

19.08 **Jury Duty**

Employees summoned to Jury Duty, **which includes jury selection**, shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from Jury Duty **or jury selection** for the rest of the day or days and fails to report back to work, or if Jury Duty **or jury selection** occurs on the employee's scheduled day off.

19.09 **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Employer or the Crown in matters relating to their employment, will be paid wages amounting to the difference between the amounts paid them for witness fees and the amount they would have earned had they worked on such days.

19.10 **Compassionate Leave**

- (a) Employees may request time off for Compassionate care purposes and if so, shall be granted an unpaid leave of absence of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member.
- (b) It is understood to be eligible for leave, employees must produce a physician's certificate in accordance with the terms outlined in applicable legislation.
- (c) It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per **sub-article 19.07** of the **Collective Agreement**.

19.11 **Protected Leaves**

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code* (Manitoba) and Regulations. Such leaves include but are not limited to:

- (a) **Interpersonal Violence Leave**
- (b) **Family Leave**
- (c) **Long Term Leave for Serious Injury or Illness**
- (d) **Leave Related to Critical Illness of a Child**
- (e) **Leave Related to Critical Illness of an Adult**
- (f) **Leave Related to Death or Disappearance of a Child**
- (g) **Leave for Organ Donation**
- (h) **Leave for Citizenship Ceremony**
- (i) **Leave for Reservists**

19.12 **The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and upon payment of the full cost by the employee.**

19.13 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this Article shall be made in writing. **The Employer agrees the granting or denial of same, with reasons, shall be in writing within a reasonable amount of time.**

ARTICLE 20 **PROBATION PERIOD**

20.01 **Employees shall be considered to be probationary employees until they have worked three hundred and twenty (320) hours. During the probationary period they will not be entitled to seniority and may be terminated by the Employer by reason of being unsuitable for further employment.**

Upon successful completion of the probationary period the employees' seniority shall be dated back to the employees' date of hire.

ARTICLE 21 SENIORITY

21.01 Seniority shall be defined as the length of **continuous** service with the Employer in the bargaining unit and shall accrue from the last date of hire, upon completion of the established probationary period.

21.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

21.03 An employee shall lose all seniority rights and shall be deemed to have terminated their employment if they:

- (a) voluntarily leave the employ of the Employer;
- (b) are discharged or terminated and not reinstated through the grievance and arbitration procedure;
- (c) are laid off for more than twelve (12) calendar months;
- (d) do not report to work for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee. Sickness, injury and/or inability to communicate with the Employer shall be considered satisfactory reason. The Employer, before accepting sickness, injury or inability to communicate as a valid reason, reserves the right to obtain reasonable proof of same;
- (e) fail to return to work on expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was given;
- (f) fail to return to work within **fourteen (14)** calendar days after being recalled from layoff by notice **received** by registered mail.

21.04 Seniority shall be the governing factor in choice of vacation.

21.05 Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher paid classification, providing the employee involved has the ability to perform the normal functions of the job, after a reasonable familiarization period.

21.06 In the case of a work shortage requiring a layoff or reduction to part-time, reverse order of seniority shall be the governing factor provided that the employees retained possess the ability and qualifications required to perform the remaining work available, after a reasonable familiarization period.

21.07 When recalling employees to work after a layoff, they shall be recalled in reverse order to that in which they are laid off providing they possess the qualifications, experience, and are willing to do the work available.

21.08 An employee who is laid off for lack of work shall have the right to exercise seniority in another classification providing they have the ability to perform the normal functions of the job, after a reasonable familiarization period.

21.09 Employees promoted outside the bargaining unit, shall be on probation in this position for a period of ninety (90) calendar days. If before ninety (90) calendar days the employee is found unsatisfactory, or if the employee decides that they no longer wish to be outside the bargaining unit, they shall be transferred back to the position from which they were promoted without loss of seniority, wages and benefits.

21.10 A part-time employee shall not be entitled to exercise their seniority against a full-time employee if the consequences of doing so result in the change of status of the full-time employee.

21.11 The Employer agrees to give two (2) weeks' notice or two (2) weeks' pay in lieu of notice when changing an employee's status from full-time to a part-time basis.

21.12 Daily available hours of work (which shall not include hours worked by full-time employees), will be given to part-time employees on the basis of seniority, provided the employee has the ability to do the normal functions of the job.

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

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

ARTICLE 22 JOB POSTING

22.01 When a job becomes vacant or a new position is created within the bargaining unit, the Employer agrees to post the job for bidding in all locations covered by this Agreement within seven (7) days of the vacancy or new position occurring. Employees will have seven (7) days from the date of posting to submit their bid in writing to the Employer. The job shall be awarded according to the seniority provisions of this Agreement within a further seven (7) days. If an employee is on vacation, a notice of the posting shall be mailed to their last known address. If the job is not awarded according to seniority, the Employer shall inform the Union in writing of the reason for same, on request of the Union. The Employer shall have the right to fill any position temporarily, pending the results of job posting.

22.02 The Employer shall give first consideration to the bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the bargaining unit pursuant to the provisions of this section.

22.03 If as a result of a job posting and awarding of a position to an employee from a bargaining unit other than the bargaining unit that the employee currently works in, the Employer will recognize all time so employed for the purpose of establishing wage rates and vacation entitlement.

ARTICLE 23 HEALTH AND WELFARE

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

ARTICLE 24 HANDLING OF MONIES

24.01 All employees who are responsible for handling of monies and assets shall not be liable or disciplined for loss due to theft, burglary or robberies, providing they have been trained in Company security and cash handling procedures and have followed them. Persistent cash shortages shall be subject to disciplinary action by the Employer only where the employee has had exclusive access to the cash during the work shift. **No employee shall be required to make up cash register shortages.**

ARTICLE 25 DISCIPLINE/DISCHARGE

25.01 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action unless they are a danger to themselves or others.

The employee will be accompanied by a full-time Union Representative unless the employee clearly indicates, that the employee does not wish such representation. The Employer agrees to contact the Union Representative to establish an appropriate time, date, and location for this meeting. All parties agree to meet within forty-eight hours of the incident which gave rise to the disciplinary matter. Employees shall be notified in writing of the grounds for discipline or discharge and the Union shall receive a copy of this notification faxed to the Union office within forty-eight hours of the meeting. No discipline, or discharge will be valid unless the above-noted meeting takes place with the Union Representative present, unless the employee clearly indicates, that the employee does not want such representation.

25.02 When an employee is discharged from employment or laid off, demoted or disciplined, the Employer agrees to give the reason in writing to said employee, with a copy faxed **or emailed** to the Union within twenty-four (24) hours.

25.03 The Employer also agrees not to discharge, discipline, transfer or lay off employees without just and sufficient cause.

25.04 In order for a **written** disciplinary action or discharge to be valid, a copy of such notice must be **emailed or faxed** to the Union office. In addition, a copy must be given to the employee.

25.05 The Employer agrees that any reprimand, suspension or disciplinary notice, shall be removed from the employee's personnel record after twelve (12) months provided no additional adverse reports for the same or similar offense are written within the twelve (12) month period. If any adverse reports are written within the twelve (12) month period, all adverse reports remain on file for a twelve (12) month period from the date of the latest report. Once removed, said reprimands, suspension or disciplinary notices cannot be referred to or used against the employee at a later date.

25.06 **Access to Employee's Personnel File**

Employees covered by this Agreement will have access to their own personnel file, upon request by the employee involved. It is understood that employees shall be entitled to obtain copies of all documents contained in their personnel file when requested and that an employee's reply to any document contained in their personnel file will also be placed in said employee's personnel file. The Employer agrees to keep only one (1) personnel file per employee.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

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

26.02 Any employee, the Union or the Employer may present a grievance.

26.03 Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

26.04 Time limits as contained in this article may be extended by mutual Agreement.

26.05 All grievances at Step Two shall be presented in writing, stating the Article of the Collective Agreement said to be violated and the remedy sought.

26.06 In the event of the Employer or the Union presenting a grievance, the grievance procedure shall start at Step Two.

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

Step One: The employee or the Union Representative or Shop Steward shall discuss the matter with the immediate supervisor.

Step Two: If a satisfactory settlement cannot be reached, the matter shall be taken by the Union Representative to the District Manager within ten (10) working days of the meeting in Step One.

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

26.08 **Mediation**

The Employer and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 27 ARBITRATION

27.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an Arbitrator. The parties shall attempt to agree upon the appointment of an Arbitrator to hear and determine the matters in dispute. If agreement cannot be reached within ten (10) calendar days in respect of the selection of an Arbitrator by the parties involved in the dispute, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

The Arbitrator shall not be deemed to be willing to act unless they are in a position to convene a hearing within twenty-eight (28) days from the date of their selection. The matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator. The decision of the Arbitrator shall be given within twenty-one (21) days of the closing of the arbitration hearing.

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

27.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render their decision as soon as reasonably possible.

27.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the terms of this Agreement.

27.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way which they deem equitable.

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

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

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

ARTICLE 28 BULLETIN BOARDS

28.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. In client premises, the Employer shall ask permission of its client to install Bulletin Boards and if permission is granted, the foregoing shall apply.

ARTICLE 29 SHOP STEWARDS

29.01 The Employer agrees to recognize one (1) Shop Steward per component, appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented.

29.02 The Employer agrees to allow the Shop Steward designated by the Union to wear shop steward badges while on duty, unless objections are raised by the owners or occupiers of the facilities in which the Employer's operations are located.

29.03 The Union will provide a list of Shop Stewards indicating the name and unit number, when changes are made, and will mail same to the Employer's head office.

29.04 The Employer agrees not to discriminate against any member of the bargaining unit and/or Shop Steward, for exercising their right under the terms of the Collective Agreement and presenting grievances.

29.05 The Union acknowledges that its Stewards must continue to perform their regular duties and that so far as it is practicable, all union activities will be conducted outside of regular working hours:

- (a) said employee will not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence; and
- (b) the employee will report to their supervisor immediately upon their return.

ARTICLE 30 UNIFORMS

30.01 The Employer agrees to provide a minimum of three (3) complete sets of uniforms and aprons, for each employee working twenty (20) hours or more per week and two (2) complete sets of uniforms and aprons for each employee working less than twenty (20) hours per week. Replacement uniforms will be supplied by the Employer upon request of the affected employee, subject to approval by the supervisor. Said request for replacement uniforms shall not be unreasonably denied if required.

30.02 Said uniform apparel shall be the property of the Employer and must be returned to the Employer upon termination.

ARTICLE 31 HEALTH AND SAFETY

31.01 The Employer agrees to maintain working conditions which are conducive to the safety and health of employees.

31.02 The Employer will endeavour to maintain adequate heating and cooling.

31.03 **Health and Safety Committee**

The Employer agrees to a joint Labour/Management Health & Safety Committee which shall meet monthly and shall conduct safety tours of the premises. The Committee shall be comprised of one (1) member chosen by the Union and one (1) management person. Minutes of each meeting shall be taken with a copy sent to the Union via fax or e-mail.

31.04 All members of the Health & Safety Committee shall receive the necessary time off with pay when conducting business in accordance with **sub-article** 31.03 - Health & Safety, above.

31.05 The Employer agrees to provide time off with pay (up to two (2) days per year or greater based on current Workplace Health & Safety legislation) for the purpose of allowing members of the Health and Safety Committee to attend health and safety seminars. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off without pay may be granted to members of the bargaining unit if so requested by the Union, and operational requirements permit. Time off shall not be unreasonably denied.

31.06 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, an employee does not work, they shall not suffer a loss of pay.

31.07 The Employer agrees to provide St. John's Ambulance Course and annual upgrades for up to two (2) employees per year. Employees will take the course on their own time.

31.08 **First Aid Kits**

First aid kits, including eye wash bottles, shall be provided for and maintained at all locations.

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

31.10 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to

deny and/or disentitle the employee from receiving these benefits, the employee may submit the required appropriate documentation to apply for weekly indemnity benefits through Health and Welfare benefits provided for in the Collective Agreement.

31.11 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 32 MEALS

32.01 On days when employees are at work, they shall continue to receive their meals, as per the current practice. The meal is a taxable benefit.

ARTICLE 33 GROUP RSP DEDUCTION

33.01 The Employer agrees to make payroll deductions from employees' wages for the Manitoba Food & Commercial Workers Group Retirement Savings Plan for employees who wish to contribute to this Group RSP. The amount of such deduction will be indicated by the employee. The Employer shall forward such contributions to the Plan within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period.

ARTICLE 34 NOTICE OF LAYOFF

34.01 The Employer will give all affected employees in the bargaining unit, who have six (6) months' service or more, two (2) weeks' notice or two (2) weeks' pay in lieu of notice, **five (5) years' service or more, six (6) weeks' notice or six (6) weeks' pay in lieu of notice and over ten (10) years' service, eight (8) weeks' notice or eight (8) weeks' pay in lieu of notice**, in the event they are to be permanently laid off.

34.02 For the purpose of calculating one (1) week's pay for part-time employees, it is understood that one (1) week's pay shall equal two (2%) percent of a part-time **employee's** total gross earnings for the twelve (12) month period immediately prior to when the termination commenced.

34.03 If there is a layoff or termination of employees due to the closing of the location covered by this Collective Agreement, the Employer will make every reasonable effort to relocate all employees within the other bargaining units covered by this Collective Agreement. If the employee is transferred to another bargaining unit covered by this Collective Agreement, their start date will determine their pay rate levels, as well as their vacation entitlement.

ARTICLE 35 COURT'S DECISION

35.01 In the event of any section or portions of this Agreement being held improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 36 CONTRACTING OUT

36.01 Except in emergency situations such as fire, flood, or like events, the Employer shall give two (2) months' notice to the Union before contracting out any bargaining unit work. Such notice shall state the reason for this proposed contracting out.

ARTICLE 37 TRAVEL TIME DURING WORKING HOURS

37.01 No employee under this Agreement will be transferred to another location of the Employer outside the bargaining unit.

37.02 Employees who are requested to use their own vehicle for work-related business will be paid forty (40¢) cents per kilometre.

ARTICLE 38 HARASSMENT/ABUSE

38.01 The parties subscribe to the principles of the *Manitoba Human Rights Code*.

Consistent with the *Manitoba Human Rights Code*, the Employer and the Union recognize the rights of all employees to work in an environment free of harassment/**abuse**. Where an allegation of harassment/**abuse** has been received by the Employer, it will be investigated in accordance with the **Employer's** policy and involve the Union in accordance with the Collective Agreement. The Employer shall take all such actions as are necessary with respect to any person engaging in harassment/**abuse** at the workplace.

38.02 The Employer and the Union agree that no form of discrimination, **abuse** or harassment as defined above shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving discrimination, **abuse** or harassment shall be treated in strict confidence by both the Employer and the Union.

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

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

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

38.06 Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one individual to the disadvantage of another.

38.07 It is both the right and responsibility of any employee who believes that they have been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

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

38.09 Any employee who believes that they are being harassed and/or abused shall have the right to refuse to work with the alleged harasser and/or abuser pending determination of the investigation provided for under this Article. Under such circumstances, the alleged harasser and/or abuser shall be transferred.

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

38.11 Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the individual as a result of their having made a complaint or having provided evidence regarding a complaint.

38.12 Grievances under this Article will be handled with all possible confidentiality and will commence at Step Two. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim, consistent with **sub-article 38.09** above.

ARTICLE 39 EMPLOYEE RIGHTS

39.01 Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a picket line or handle goods produced in connection with a strike or lockout. Failing to cross a picket line or to handle strike goods shall not be considered grounds for disciplinary action or otherwise be a violation of this Agreement. The Employer is not required to pay wages to any employee for any period during which the employee exercises their right under this **Article**. Nothing herein shall be deemed to prevent an employee from crossing a picket line and performing their normal duties.

ARTICLE 40 TERMINATION OF LEASE

40.01 The Employer agrees to provide the Union with as much notice as possible of the termination of a contract with its client.

ARTICLE 41 SHOE ALLOWANCE

41.01 A shoe allowance of sixty (\$60.00) dollars (**effective January 1, 2020, eighty (\$80.00) dollars**) every **calendar** year shall be provided for all employees who have completed their probationary period.

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Paid Sick Leave

A-1.01 Sick leave year will be from January 1st to December 31st.

After three (3) months of employment, new employees shall accumulate one (1) day of paid sick leave for each month in which they work and/or are paid one hundred and ten (110) hours or more, up to a maximum of ten (10) non-accumulative sick days per sick leave year for sick leave not covered by the Wage Continuation Plan.

After one (1) year of employment, employees working one hundred and ten (110) hours or more per month are eligible **for** ten (10) non-accumulative sick days per sick leave year not accumulated by the Wage Continuation Plan.

A-1.02 An employee absent from work due to illness or accident will give the Employer notice of their intent to work by the closing time of the unit the day prior to the return date.

A-1.03 In January and July of each year, each employee in the bargaining unit will be notified in writing by the Employer of the total amount of sick leave credits they have accumulated at that time. A copy of this notification will also be sent to the Union office.

A-1.04 Medical Appointments

In the event that an employee requests time off for personal reasons such as a doctor appointment or a dentist appointment etc., such request must be made in writing seventy-two (72) hours in advance, except in an emergency situation. Such emergency situation should be covered by a doctor's letter. Employees will be entitled to utilize accumulated paid sick leave for such personal reasons as outlined above.

No employee shall be required to provide a medical certificate for illness in which they are off work for less than three (3) consecutive days unless the Employer has reasonable doubt to suspect abuse.

The Employer agrees to pay fees for medical certificates where the Employer requires an employee to provide a medical certificate for an absence where the Employer has reasonable doubt to suspect abuse.

A-2 **Wage Continuation Plan/Major Medical Plan/Accidental
Death, Dismemberment and Loss of Sight Plan**

A-2.01 The employee agrees to maintain its present Wage Continuation Plan as outlined in the Aramark Group Benefits Program Booklet.

 The Employer agrees to pay full cost of its Wage Continuation Plan.

A-2.02 The Employer agrees to maintain its present Major Medical Plan as outlined in the Aramark Group Benefits Program Booklet.

 The cost of the Major Medical Plan will be shared equally between the Employer and the employee.

A-2.03 The Employer agrees to maintain its present Accidental Death, Dismemberment and Loss of Sight Plan as outlined in the Aramark Group Benefits Program Booklet.

 The cost of the Accidental Death, Dismemberment and Loss of Sight Plan will be shared equally between the Employer and the employee.

A-2.04 The Employer shall provide each employee a copy of the Aramark Group Benefits Program Booklet at the time of hire and to the employee and the Union at any time in the future the level of benefits included in the Group plan are amended, deleted or added to.

A-3 **Life Insurance**

A-3.01 The Employer agrees to provide a Group Life Insurance Plan which provides for a benefit in the amount of **ten thousand (\$10,000.00) dollars**.

 The cost of the Group Life Insurance Plan will be paid entirely by the Employer.

WAGE SCHEDULE

B-1 WAGES

Classification	Current	Effective March 2, 2020	Effective March 2, 2021	Effective March 2, 2022
Short Order Cook	\$13.47	\$13.47	\$13.67	\$14.01
General Help	\$12.34	\$12.34	\$12.53	\$12.84

B-2 Lump Sum Payment

A one-time only lump sum payment of two hundred (\$200.00) dollars shall be paid to all employees within two (2) weeks following date of ratification. This lump sum payment shall be issued to each employee in the bargaining unit on pay that are separate and apart from their normal earnings.

B-3 Overscale Employees

All employees who are currently paid higher than the rate outlined in B-1 above shall receive the same percentage wage increase as the classifications on the scale at the same time as the classifications on the scale receive them. This shall also include any retroactive pay.

B-4 Minimum Wage Adjustment

The parties agree that should the minimum wage in the Province of Manitoba increase during the term of this agreement, the rates contained in Appendix B-1 will be adjusted so as to ensure that there is a minimum forty (40¢) cent differential between any increment and the minimum wage.

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 Aramark Canada Ltd. Canadian Forces Base (17th Wing Westin)** contain the following statements:

“The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only employees paying union dues. The Employer shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official Membership Application form within ten (10) calendar days of date of hire or rehire and become members within thirty (30) calendar days. The Employer agrees to provide new employees and rehired employees at the time of employment with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.”

“The Employer agrees to deduct from the wages of employees, the Union dues, initiation fees and assessments levied by the Union. Union dues shall be deducted from the employees' bi-weekly **pay**. If a full-time employee is on vacation, such deduction will be made from the employee's vacation pay. In the case of a new **or rehired** employee, the initiation fee **and Union dues** shall be deducted from their first regular **pay**. Thereafter, Union dues shall be deducted in accordance with **sub-article 4.01**.”

Below is a sample Membership Application that must be completed immediately and returned to Employer so it can be forwarded to UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	HOME PHONE	INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)		
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)				
COMPANY NAME		LOCATION NO./LOCATION		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.)	
CLASSIFICATION	EMPLOYEE NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		
				PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>	
I hereby declare that the information provided on this application is true and correct. I agree that all monies paid by me shall be forfeited and I will not be eligible for membership in any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the policies and procedures of the Union. I agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.							
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:			

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