

GROUP NB

FROM: March 1, 2019
TO: February 28, 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



GROUP NB

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Expiry Date: February 28, 2023

AGREEMENT BETWEEN:

GROUP NB hereinafter referred to as the "Employer",

AND

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Group NB, in the City of Winnipeg, in the Province of Manitoba, save and except office staff/personnel, managers, those above the rank of manager, and those excluded by the Act.

1.02 The Employer shall provide the Union in January of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

1.03 The Employer shall provide the Union with an electronic Excel list containing the current names, Social Insurance Numbers, employee numbers, addresses, telephone numbers, email, classifications, departments, status, birthdates and rates of pay of all bargaining unit employees, in January and July or whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than forty (40) hours per 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**

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

2.04 **Plural and Singular**

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

ARTICLE 3 **NO CONTRACTING OUT**

3.01 The Employer shall not contract out any work which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in the lay-off of one (1) or more full-time or part-time employee.

3.02 Non-bargaining unit employees shall not perform work that is normally performed by employees in the bargaining unit, except in the following situations:

- i) in the case of instruction or training;
- ii) in emergency situations when regular employees are not available;
and
- iii) where staff shortages caused by absenteeism, illness, injury, accident or other absences make it necessary for non-bargaining unit employees to perform the work because insufficient employees are available to do the work.

ARTICLE 4 UNION SHOP

4.01 The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

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

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

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

5.03 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise or result from of any actions taken by the Employer in compliance with this Article.

5.04 The Employer shall provide the Union, once a month, when submitting the Union dues and initiation fees with an electronic Excel list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on leave of absence, during the previous month.

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days of employment. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.

6.02 An employee shall not have any seniority, and shall be considered on probation for their first ninety (90) calendar days of employment. Until a probationary employee attains seniority status, their name shall not appear on the seniority list. Upon successful completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

ARTICLE 7 HOURS OF WORK

The following provisions are intended to define the basic hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week.

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

Full-time employees shall be scheduled to work not less than forty (40) hours per week.

7.02 **Consecutive Hours of Work**

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

7.03 **Work Schedules**

The Employer shall post a weekly work schedule for all employees not later than Thursday noon for the period of two (2) consecutive weeks. Each week thereafter the current schedule shall be removed and replaced with another schedule for the week following the week already posted. There will always be a two (2) consecutive one (1) week schedule posted on the bulletin board

Schedules shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday noon, then the schedule already posted shall apply for the following week. Schedules may be changed without notice due to operational requirements or in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure.

ARTICLE 8 **MEAL AND REST PERIODS**

8.01 **Meal Periods**

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

8.02 **Rest Periods**

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

8.03 Employees who are required to work overtime on the completion of their eight (8) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked.

ARTICLE 9 **OVERTIME**

9.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any calendar week shall be paid for at the rate of one and one-half (1½X) times the employee's regular hourly rate of pay.

9.02 All employees working on General Holidays as designated in Article 10 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and a half (1.5X) time said hourly rate of pay for all such time worked.

9.03 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee on the shift who has the skill and ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority.

9.04 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two (2). Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours for each hour of overtime worked. Accumulated banked overtime shall always be provided to the employee upon request.

ARTICLE 10 GENERAL HOLIDAYS

10.01 Employees shall be provided the following paid General Holidays in accordance with the qualifying terms and conditions of the Manitoba *Employment Standards Code*, as amended from time to time.

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	
Canada Day	

10.02 In addition to the General Holidays referred to in sub-article 10.01 above, all full-time employees who have completed one (1) year of continuous service and are actively employed on January 1st of each year shall be entitled to one (1) floating holiday per calendar year. Said floating holiday shall be taken at a time during the calendar year that is mutually agreeable between the employee and the Employer.

10.03 If a General Holiday occurs during an employee's vacation, the employee at their discretion, shall take either an extra day's vacation with pay or an extra day's pay.

10.04 When a General Holiday falls on a day when the Employer's operation is normally closed, the next working day shall be declared as the General Holiday for which employees shall then receive time off with pay as referred to in this General Holiday pay Article.

10.05 All full-time employees shall receive General Holiday pay based on five (5%) percent of their total wages earned (excluding overtime) in the four (4) calendar weeks immediately prior to said General Holiday.

10.06 Part-time employees shall receive General Holiday pay based on five (5%) percent of their total wages earned (excluding overtime) in the four (4) calendar weeks immediately prior to said General Holiday.

ARTICLE 11 MINIMUM SHIFT

11.01 Whenever possible no full-time employee shall be scheduled to work for less than eight (8) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for at least five (5) hours at their appropriate hourly rate of pay.

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

11.03 No employee shall be called in to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS

12.01 Any employee who is temporarily assigned to work in a higher paying classification for at least four (4) hours shall receive the higher rate of pay for all time worked at the higher paying classification.

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

ARTICLE 13 PREMIUM PAY

Saturday Premium

Any employee who is required to work at any time on a Saturday shall be paid a Saturday premium in addition to their regular hourly rate of pay in the amount of one (\$1.00) dollar per hour for each such hour and portion of an hour worked. Saturday premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime. The Saturday premium shall be paid for all hours including General Holiday pay, vacation pay and overtime.

13.02 **No Pyramiding**

There shall be no pyramiding or duplication of premiums and overtime rates.

ARTICLE 14 VACATIONS

14.01 Full-time employees who, on January 1st of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire shall receive vacation pay in an amount equal to four (4%) percent of their wages earned during the period of employment for which no vacation allowance has been paid, up to January 1st. Said employees shall be allowed up to ten (10) days of vacation time off without pay, all of which shall be taken during the time period of May 1st to September 30th inclusive, unless otherwise mutually agreed to between the employee and the Employer.

14.02 Full-time employees who, on January 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire, shall accrue vacation at the rate of 0.833 days per month of service to a maximum of ten (10) days per year which will be paid in the amount of four percent (4%) of wages earned in the previous calendar year.

14.03 Full-time employees who, on January 1st of each year, have five (5) years of continuous service but less than ten (10) years of continuous service with the Employer since their most recent date of hire, shall accrue vacation at the rate of 1.25 days per month of service to a maximum of fifteen (15) days per year which will be paid in the amount of six percent (6%) of wages earned in the previous calendar year.

14.04 Full-time employees who, on January 1st of each year, have ten (10) years of continuous service but less than fifteen (15) years of continuous service with the Employer since their most recent date of hire, shall accrue vacation at the rate of 1.67 days per month of service to a maximum of twenty (20) days per year which will be paid in the amount of eight percent (8%) of wages earned in the previous calendar year.

14.05 Full-time employees who, on January 1st of each year, have fifteen (15) years of continuous service but less than twenty (20) years of continuous service with the Employer since their most recent date of hire, shall accrue vacation at the rate of 2.08 days per month of service to a maximum of twenty-five (25) days which will be paid in the amount of ten percent (10%) of wages earned in the previous calendar year.

14.06 Full-time employees who, on January 1st of each year, have twenty (20) years or more of continuous service with the Employer since their most recent date of hire, shall accrue vacation at the rate of 2.5 days per month of service to a maximum of thirty (30) days per year which will be paid in the amount of twelve percent (12%) of wages earned in the previous calendar year.

14.07 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 (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent, as the case may be, of their wages earned during the period of employment for which no vacation allowance has been paid.

14.08 The vacation period for all employees in the bargaining unit shall be from May 1st to September 30th of each year.

14.09 Employees shall submit their vacation requests by March 15th of each year. The Employer shall grant vacation based on operational requirements and seniority and shall post the approved vacation scheduled no later than April 15th of each year. All vacation requests submitted after the March 15th deadline shall be considered on a first come first serve basis and will be granted subject to operational requirements. Vacation shall be taken in blocks of one (1) week. Requests for individual vacation days will only be considered once the approved vacation calendar has been posted and shall be granted based on operational requirements.

14.10 Only one (1) full-time employee can be scheduled off at a time during the year.

14.11 A full-time employee who becomes confined to their home or in the hospital due to an illness and/or injury that occurs while they are on vacation may file a claim for paid sick leave and/or Weekly Indemnity benefits (or similar benefits) and the balance of the employee's vacation shall then be rescheduled following their return to work.

14.12 Vacation pay shall be paid to full-time employees no later than one (1) calendar week immediately preceding the beginning of the employee's vacation.

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

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

- | | | |
|-----|---|-------------------------------|
| (c) | ten (10) years or more but less than fifteen (15) years of continuous employment since date of last hire | eight (8%) percent of wages |
| (d) | fifteen (15) years or more but less than twenty (20) years of continuous employment since date of last hire | ten (10%) percent of wages |
| (e) | twenty (20) years or more of continuous employment since date of last hire | twelve (12%) percent of wages |

14.14 Upon written request of one (1) month notice from the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements.

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

14.16 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.

ARTICLE 15 MANAGEMENT RIGHTS

15.01 The Union recognizes and acknowledges that the management of the Employer's operations and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that is the exclusive right and function of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, layoff and recall, classify, direct, transfer, assign, promote, suspend, demote, discharge or otherwise discipline any employee, provided that a claim by an employee who has completed their probationary period that they have been disciplined without just cause may be subject of a grievance in the manner and to the extent hereinafter provided;
- c) Make, alter and enforce reasonable rules and regulations to be observed by employees; and

- d) Determine the extent and location of operations, the number of personnel to be employed, the quality of service and processes, methods, and procedures to be employed, the schedules of work and production, standards of performance and all other rights and responsibilities of management not specifically modified in this Agreement.

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

15.03 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 bound by the Collective Agreement.

ARTICLE 16 NOTICE OF LAYOFF

16.01 Notice of Layoff

In the event of a layoff of a permanent or long-term nature, the Employer shall provide affected employees with notice of termination in accordance with the qualifying terms and conditions of the *Manitoba Employment Standards Code*, as amended from time to time.

16.02 Notice of Closure/ Contract Ending

The Employer shall notify all employees who are to be affected by the permanent closure or the cancelling of a contract of all or any portion of the Employer's operation, ten (10) working days prior to the effective date of such closure or shall award pay in lieu thereof.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

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

17.02 Any employee who attends a meeting outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or three (3) hours at their regular hourly rate of pay. All such compensation shall include travel time to and from the employee's home and shall be paid for at the employee's appropriate hourly rate of pay.

ARTICLE 18 LEAVES OF ABSENCE

18.01 Personal Leave

The Employer shall have the discretion to grant a leave of absence without pay for personal reasons, provided the Employer receives, where possible, at least thirty (30) calendar days advance notice in writing and provided that such leave may be arranged without undue inconvenience to the Employer's normal operations. Leaves granted under this provision shall be for a maximum of one (1) year. Applicants when applying must indicate the date of departure and the date of return. Employees on approved leave of absence shall not engage in any gainful employment without permission of the Employer.

No employee will accumulate seniority, vacation, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on an unpaid leave of absence.

18.02 Union Leave

A leave of absence without pay to attend to Union business shall be granted to an employee, provided such leave does not unduly interfere with the Employer's operations. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) month unless otherwise mutually agreed to between the Employer and the Union.

18.03 Union Convention/Conference/Education Leave

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than one (1) employee at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed ten (10) working days per calendar year for all employees combined, provided such leave does not unduly interfere with the Employer's operations. The Union shall give the Employer written notice not less than five (5) days before the requested leave is to commence.

18.04 Negotiation Leave

The Employer shall allow up to one (1) employee time off with pay for the purpose of preparing and/or attending direct negotiations with the Employer up to and including conciliation for the renewal of the Collective Agreement. The Employer shall pay eight (8) hours' pay to said employee for each day they are required to be in attendance at negotiations. The Company will bill the Union for negotiation leave including

any premiums the employee may have earned while off on leave. The Union shall reimburse the Employer within thirty (30) days of receipt of the invoice.

18.05 **Family Leave**

Family Leave shall be granted in accordance with the qualifying terms and conditions of the Manitoba *Employment Standards Code*, as amended from time to time.

18.06 **Jury Duty Leave**

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

18.07 **Witness Leave**

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

18.08 **Bereavement Leave**

All employees shall be entitled to bereavement leave of three (3) consecutive calendar days with pay when the employee is to be absent from work due to a death in their immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. The term "immediate family" shall mean: parent, step-parent, child, step-child, brother, sister, spouse, fiancé.

All employees will be entitled to two (2) consecutive calendar days with pay when an employee is absent from work due to the death of a: grand-parent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

Bereavement leave shall be extended by up to two (2) additional working days with pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside the City of Winnipeg. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

The Employer shall grant one (1) day off with pay to any employee who acts as a pallbearer, eulogist, mourner or officiant at a funeral of a person who is not a member of the employee's immediate family.

18.09 **Maternity Leave**

Maternity Leave shall be granted in accordance with the qualifying terms and conditions of the Manitoba *Employment Standards Code*, as amended from time to time.

18.10 **Parental Leave**

Parental Leave shall be granted in accordance with the qualifying terms and conditions of the Manitoba *Employment Standards Code*, as amended from time to time.

18.11 **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 shall provide a written decision to the employee's request within three (3) calendar days of receiving the request.

ARTICLE 19 SENIORITY

19.01 Seniority for full-time employees shall be defined as the length of continuous service with the Employer within the bargaining unit from date of last hire.

For part-time employees, seniority shall be calculated on the basis of hours worked from date of last hire, with 2080 hours worked representing one (1) year of service. A part-time employee shall not accumulate in excess of one (1) year of seniority in any calendar year.

19.02 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, unless specifically addressed otherwise in this Agreement.

19.03 An employee shall cease to have seniority rights and their employment status with the Employer shall be deemed terminated for all purposes if the employee:

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;

- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to their last known address;
- (d) is absent from work without an approved leave of absence for more than five (5) consecutive working shifts unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.
- (f) utilizes a leave of absence for purposes for other than which the leave was granted.
- (g) is absent due to illness or disability or Workers' Compensation benefits in excess of twenty-four (24) months. This provision shall be interpreted in accordance with the Manitoba *Human Rights Code*, as amended from time to time.

19.04 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, providing the more senior employee has the skill and ability to be able to perform the normal functions of the job.

Reverse order of seniority shall be the governing factor in all matters of demotion, layoff, and reduction to part-time, providing the more senior employee has the skill and ability to be able to perform the normal functions of the job.

19.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation.

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

19.07 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time.

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

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

19.10 The Employer shall give four (4) weeks' notice in writing or four (4) weeks' pay in lieu thereof, to any employee whose status is to be changed by the Employer from full-time to part-time.

19.11 Daily available part-time hours of work shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, provided the employee is available and willing to work the hours.

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

19.13 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Steward and a copy shall be posted on the bulletin board located on the Employer's premises.

ARTICLE 20 SAFETY AND HEALTH

20.01 The Employer, employees and the Union agree to comply with the requirements set out in the Manitoba *Workplace Safety and Health Act* and its Regulations, as amended from time to time. A joint Workplace Safety and Health Committee comprised of two (2) members selected by the Employer and two (2) bargaining unit members selected by the Union shall operate in accordance with the Manitoba *Workplace Safety and Health Act* and its Regulations, as amended from time to time.

ARTICLE 21 WORKERS COMPENSATION BENEFITS

21.01 The Employer shall comply with the Manitoba *Workers' Compensation Act*, as amended from time to time.

ARTICLE 22 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

22.01 The minimum hourly rates of pay, or case count for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

22.02 Hourly rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

22.03 Employees shall be paid prior to noon of every second Friday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday. The Employer shall be permitted to change the day on which employees are paid by providing the Union with thirty (30) calendar days of notice.

ARTICLE 23 ORIENTATION MEETING

23.01 The Employer shall allow new employees thirty (30) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place during the first calendar week the new employee commences working for the Employer.

ARTICLE 24 UNION REPRESENTATIVE'S VISITS

24.01 Duly authorized Union Representatives 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. A Shop Steward shall be entitled to accompany the Union Representative at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked. Due to the Employer working as a third-party in some locations, only the area where the employees perform their duties will be allowed to visit.

 The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or the Employer's time without the prior approval of the Company, except as specifically provided for in this Agreement.

24.02 The Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to ten (10) minutes of paid time off in order to meet with the Union Representative.

24.03 Discussions between the Union Representative and a bargaining unit employee shall be held in private so as to not distract other employees. Any such meeting shall take place in a location that is acceptable to the Union.

ARTICLE 25 SHOP STEWARDS

25.01 The Employer shall recognize one (1) Shop Steward appointed and/or elected by the Union to represent employees in the bargaining unit. The Shop Steward must be an employee who has completed their probationary period. The Employer shall be notified in writing by the Union of the name of the Shop Steward and any changes made thereto. The Employer further recognizes the right of the Shop Steward to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

 When the legitimate business of a Shop Steward requires the Shop Steward to leave their work area, they shall first receive permission from their immediate supervisor. Such permission shall not be unreasonably withheld. It is agreed that permission may be withheld where granting permission would interfere with the Employer's operations.

25.02 The Employer agrees to pay the Shop Steward their regular hourly rate of pay for all time lost from their regularly scheduled hours of work where the Shop

Steward is required to attend meetings scheduled with the Employer for the purpose of the grievance process up to but not including the arbitration stage.

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

ARTICLE 26 DISCIPLINE/DISCHARGE

26.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when an employee of the bargaining unit is being disciplined or is being discharged. A full-time Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.

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

26.03 The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and shall be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action.

26.04 The Employer shall remove all written disciplinary notices from the employee's personnel file eighteen (18) calendar months following the written disciplinary notices being issued provided the employee's record has remained discipline free during that period. This period will automatically be extended by the length of any period of absence without pay, including periods of layoff.

26.05 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved and on the provision of twenty-four (24) hours of notice to the Employer. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

ARTICLE 27 ADJUSTMENT OF GRIEVANCES

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

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

27.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty-one (21) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

27.04 All grievances must be submitted in writing.

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

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with the Manager or their designate. The Manager or their designate shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within fifteen (15) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

27.06 If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 28.

27.07 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.

27.08 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual written agreement between the Union and the Employer.

ARTICLE 28 ARBITRATION

28.01 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 party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator. Failing agreement on an Arbitrator, either party may request the Manitoba Labour Relations Board to make an appointment of a sole Arbitrator, to hear such grievance and determine the grievance.

28.02 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.

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

28.04 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 that is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

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

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

28.07 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.

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

ARTICLE 29 HARASSMENT/ABUSE

29.01 The Employer and the Union are committed to providing a respectful work environment in which all employees are treated with respect and dignity.

The Employer and the Union agree that there shall be no discrimination within the meaning of the Manitoba *Human Rights Code*, as amended from time to time.

The Employer, the Union and employees agree to comply with the Workplace Harassment Policy as amended from time to time by the Employer in its sole discretion.

ARTICLE 30 UNIFORMS/PROTECTIVE CLOTHING/FOOTWEAR

30.01 The Employer shall supply each employee who requires same with all the necessary protective clothing and/or equipment that is required by the employee during working hours and as determined by the Employer. The Employer shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying, laundering and repairing of same. These items include a cooler jacket/ or vest depending on employees request, High visibility vests, gloves, and toques.

30.02 The Employer will provide spare jackets and vests for part-time and temporary employees to share.

30.03 All employees who have successfully completed their probation period shall receive a protective footwear reimbursement of up to one hundred and fifty (\$150.00) dollars and each following calendar year upon submission of the original receipts of CSA approved footwear, which includes insoles.

ARTICLE 31 JOB TRAINING

31.01 The Employer shall ensure that all employees in the bargaining unit are provided with appropriate training as determined in the sole discretion of the Employer.

ARTICLE 32 STRIKES AND LOCKOUTS

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

ARTICLE 33 HEALTH AND WELFARE BENEFITS

33.01 Sick Leave

Upon successful completion of the probationary period, full-time employees shall earn sick leave at the rate of 0.25 days per calendar month of continuous service to a maximum of three (3) days per calendar year.

Upon successful completion of the probationary period, part-time employees shall earn sick leave at the rate of 0.25 days per 173 hours worked to a maximum of three (3) days per calendar year.

33.02 Unused sick leave may not be carried over from one calendar year to the next. Unused sick leave shall have no cash value whatsoever and shall not be paid out on termination of employment.

33.03 (a) An employee may be required by the Employer to provide a satisfactory doctor's certificate for any absence due to illness or injury in excess of three (3) consecutive shifts certifying that the employee was unable to carry out her duties due to illness or injury.

(b) Where an employee's absence due to illness shows a pattern of frequent or excessive use of sick leave, the employee may be required by the Employer to provide a satisfactory doctor's certificate to the Employer.

(c) Where the Employer has reasonable cause to believe that an employee who wishes to return to work following an illness or injury is not medically able to carry out his duties, the employee may be required by the Employer to provide a satisfactory doctor's certificate certifying that the employee is medically able to carry out their duties.

33.04 Health Spending Account

Effective March 1, 2021, all full-time employees with one year of continuous service with the Employer shall be entitled to a health spending account on their yearly anniversary of two hundred dollars (\$200.00). This will be paid to each employee to cover the cost of prescription eyewear, dental, chiropractic, physiotherapy, psychological visits, etc. This payment will be paid on a separate deposit on the pay period closest to their anniversary date.

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from March 1, 2019 and shall remain in effect until February 28, 2023, and thereafter from year to year, but either party

may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

WAGES

A-1 Hourly Rates of Pay

Classifications

Lumpers

Date of Ratification	\$12.50
March 1, 2021	\$12.90
March 1, 2022	\$13.30

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 No. 832**, and **Group NB** contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.”

Below is a sample Membership Application that must be completed and returned to the Employer so it can be forwarded to UFCW, Local No.832 Union Office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required by (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)				
COMPANY NAME		JOB NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION		PILOT NO.		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
I hereby declare that the information provided in this application and in the above statements are true. 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 and other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that such information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

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