

**SYSCO FOOD SERVICES OF WINNIPEG
(INVENTORY CONTROL ASSOCIATES)**

**FROM: MAY 17, 2018
TO: MARCH 29, 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



**SYSCO WINNIPEG
INVENTORY CONTROL ASSOCIATES**

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Arbitration	18	23
Bargaining Unit Information	2.12	4
Bargaining Unit Work	4	6
Bereavement Leave	14.01	18
Bulletin Boards	2.05	2
Call-in Pay	6.08	9
Compassionate Care Leave	14.02	18
Dental Plan	21.06	26
Duration of Agreement	23	27
Exhibit One	Form	39
Family Leave	14.07	20
Freezer Premium	Appendix A-3	30
Freezer Suits, Boots, Neck Covering Provided	13.03	17
Full-Time Probationary Period	5.01	6
Full-time Vacation Calculation	12.01	14
Full-time Vacation Entitlement	12.04	14
Full-time/Part-time Ratio	5.04	7
General Holidays	8	10
General Holidays Pay Eligibility	8.02	10
Grievance Procedure	17	22
Group Life Insurance Plan	21.08	27
Harassment Policy	19	24
Health and Welfare	21	25
Hearing Care Plan	21.04	25
Hospitalization During Vacation	12.12	16
Hours of Work	6	8
Jury Duty	14.03	18
Labour Management Relations	20	24
Leave of Absence – Full time Union Duties	2.15	4
Leaves of Absence	14	18
Long Term Disability Plan	21.05	25
Lunch and Breaks	6.06	8
Management Rights	3	5
Maternity Leave	14.05	19
Meal Allowance	6.10	9
Negotiations Leave	2.03	2
Night Shift Premium	Appendix A-2	30
No Strike and Lockout	10	11
Notification by Union to Employer	2.01	2

Number of Employees Required	LOU #4	38
Overtime	7	9
Parental Leave	14.06	20
Part-Time Probationary Period	5.02	6
Part-time Promoted to Full-time	12.03	14
Part-time Vacation Calculation and Entitlement	12.06	15
Pension Transition	LOU #2	35
Personal Leave of Absence	14.04	19
Probationary Period/Part Time Allowance	5	6
Recall Procedures	11.04	13
Recognition of Stewards	2.02	2
Recognition/Nature of the Bargaining Unit	1	1
Reporting Pay	6.09	9
Reprimand	16	21
Safety and Health	13	17
Seniority/Layoff/Recall/Promotion/Job Postings	11	11
Sick Pay Memorandum	LOU #1	31
Steward Functions	2.10	3
Sysco Canada Defined Contribution Union Pension Plan	22	27
Union Functions - Leave of Absence	2.14	4
Union Meetings	2.06	3
Union Representative's Visits	2.04	2
Union Rights	2	2
Union Security	2.07	3
Vacation Accrual During Sick Leave	LOU #3	37
Vacation Other	12.13	16
Vacation Scheduling and Selection	12.07	15
Vacations	12	14
Vision Care Plan	21.07	27
Wages	Appendix A	29
Wages, Referral and Shortages	9	11
Welfare/Benefit Plans	21.03	25
Workers Compensation Benefits	15	21

EXPIRY: MARCH 29, 2023

AGREEMENT BETWEEN:

SYSCO Winnipeg, a division of Sysco Canada, Inc., 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".

(Inventory Control Associates)

WHEREAS: it is understood that SYSCO Winnipeg, a division of Sysco Canada, Inc. is a food distributor to the food service industry and as such, the parties to this Agreement acknowledge and agree that SYSCO Winnipeg, a division of Sysco Canada, Inc. should not and will not be compared to distributors servicing the retail sector and nor shall any comparison be made to those in what is commonly called the meat packing industry.

WHEREAS: the Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, to provide methods for fair and amicable adjustments of disputes which may arise between them and promote efficiency and improved operations.

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

ARTICLE 1 RECOGNITION/NATURE OF BARGAINING UNIT

1.01 The Employer recognizes the Union as the exclusive bargaining agency for all employees of SYSCO Winnipeg, a division of Sysco Canada, Inc. employed as inventory control associates, in the City of Winnipeg, save and except Administrative and office staff, Supervisors, and those above the rank of supervisors.

1.02 Relocation of Facility: In the event that the current facility located at 1570 Clarence Avenue relocates anywhere within the province of Manitoba, this Collective Bargaining Agreement shall follow to such new location.

To clarify: In the event that the current facility is not relocated, however, should the company open an additional facility within the province of Manitoba, said additional facility will not be covered by this Collective Bargaining Agreement.

ARTICLE 2 UNION RIGHTS

2.01 Notification by Union to Employer

The Union shall notify the Employer in writing of the names of the Shop Steward, Union Committee members and Full-time Union Representatives **within seven (7) calendar days of election/appointment.**

2.02 Recognition of Steward

The Employer agrees to recognize a Union Steward elected or appointed by the Union from employees of the Bargaining Unit upon being notified by the Union of the election or appointment. The Shop Steward will be allowed to wear a Shop Steward badge while on duty.

2.03 Negotiations Leave

The Employer agrees to allow a maximum of one (1) employee time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

2.04 Union Representative Visits

- (a) A representative of the Union shall be allowed to visit the branch, however, through courtesy he/she shall notify the **Inventory Control Manager/ Supervisor or Director of Finance** or his/her designate when entering the premises
- (b) The Union Representative shall attempt to conduct any Union business during the rest or lunch breaks of the employees.

2.05 Bulletin Boards

The Employer shall designate a location in a conspicuous space for the Union-provided bulletin board. Such bulletin board shall be for the purpose of posting routine bulletins and notices.

The Union will only place appropriate bulletins on the bulletin board, approved by the employer, which will not include derogatory statements regarding Management, nor will it include details of active grievances.

2.06 **Union Meetings**

The Union will be allowed to conduct routine Union meeting(s) on the Employer premises, provided reasonable advance notice of such meeting is given to the Employer. Such meeting will not be held on Employer time.

2.07 **Union Security**

The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The 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 from date of hire or rehire and become members within thirty (30) calendar days.

2.08 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter provided by the union, outlining to the employee his or her requirement with regard to payment of union dues and initiation fee.

2.09 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. The Union shall bear the expense of printing and mailing the membership application, the contents to be such that it is acceptable to the Employer.

The Union shall indemnify, defend and hold the Employer harmless against any and all suits, claims and liabilities that shall arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with this Agreement.

2.10 **Steward Functions**

The Shop Steward shall be entitled to leave his/her work during working hours in order to carry out his/her functions under the Agreement, including the investigation and processing of grievances. Permission to leave work during working hours for such purpose shall be first obtained from the immediate supervisor with such permission not to be unreasonably denied. Time so spent shall be considered as time worked. If the Employer feels such leave from work is excessive they may refuse such leave and discuss same with both the Steward and Union Representative.

2.11 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.12

Bargaining Unit Information

The Union shall be provided with the following information:

- (1) a list containing the names of employees who have terminated their employment during the previous month;
- (2) a list of new appointments to full-time positions and their classifications;
- (3) every six (6) months, a list of employees, ranked by seniority, which will be posted on the Union bulletin board. The copy sent to the Union will contain the employees' addresses, telephone numbers, classification and social insurance numbers;
- (4) a list of full-time employees reduced to part-time, as well as part-time employees and summer relief employees who may have had their status changed.

2.13

The Employer agrees to deduct from the wages of the employee such union dues and initiation fee 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 paycheque(s). 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 accompanied by the appropriate recap showing the employee's name, social insurance number and amount so deducted **in Excel format**.

2.14

Union Functions - Leave of Absence

Leave of absence without pay, without loss of seniority or other benefits, shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence shall be restricted to no more than one (1) employee at any one time, and permission shall not be unreasonably denied.

The Union agrees to notify the Employer at least fourteen (14) calendar days prior to said functions.

2.15

Leave of Absence - Full time Union Duties

Leave of absence without pay or benefits shall be granted for a period of up to one (1) year to an employee who is engaged in full-time Union activities, with permission for such leave not to be unreasonably denied. Any extension to such leave shall only be authorized by mutual agreement between the Employer and the Union. Upon return from such leave, all benefits for which the employee is entitled will

be reinstated. The Union shall notify the Employer at least fourteen (14) days prior to the commencement or expiry of such leave. When an employee is booked off to engage in full-time Union activities, the Union shall take all necessary steps to ensure that the employee's activities while working for the Union do not negatively affect the Employer's business. Specifically, employees on said leave will not engage in organizing activities within the Employer's industry of commerce.

In the event that any such approved leave overlaps with approved vacation time for the employee on leave under this Article, the vacation time in question will be re-posted as per Article 12.12.

2.16 When an employee is on a Union leave, the Employer agrees to pay the employee involved for all wages and benefits that the employee would have received had s/he been at work, and the Union agrees to reimburse the Employer within ten (10) working days following receipt of billing.

ARTICLE 3 MANAGEMENT RIGHTS

Employer to: **The Union acknowledges that it is exclusively the right of the**

- (a) Maintain order, discipline and efficiency;**
- (b) Hire, direct and classify employees;**
- (c) Promote and demote employees, or to suspend, transfer, lay-off or discharge employees for proper sufficient cause;**
- (d) Make and alter from time to time policies, rules and regulations to be observed by employees provided such rules and regulations are not inconsistent with the terms of this Agreement;**
- (e) Generally to manage the enterprise in which the Employer is engaged and, without limiting the generality of the foregoing, to determine the number of employees required and the methods, procedures, materials and equipment to be used, schedules of work and all other matters concerning the administration and operation of the department not otherwise specifically dealt with elsewhere in this Agreement.**

While the parties recognizes the aforementioned rights are held exclusively to the Employer, the Employer agrees to advise the Union of any incentive programs, policies or procedural changes within the work environment.

- (f) **To provide modified work which may not necessarily be in a classification included in this agreement.**

ARTICLE 4 BARGAINING UNIT WORK

4.01 Incidental, demonstrative, instructional and/or emergency bargaining unit work performed by management is not a violation of this labour agreement. This provision shall not be used to erode the work of the bargaining unit.

ARTICLE 5 PROBATIONARY PERIOD/PART TIME ALLOWANCE

5.01 Full-Time Probationary Period

A full-time employee will be considered on probation and will not be subject to the seniority provisions of this Agreement and nor shall his/her name be placed on the seniority list until s/he has completed **eight hundred and seventy-five (875)** hours worked in active regular duty. Upon completion of such probationary period, the employee's name shall be placed on the full-time seniority list with seniority entitlement calculated to the employee's start date.

Only regular and overtime hours worked in the position for which hired shall accumulate towards probation. Modified duties or light duty hours worked are excluded from this accumulation.

5.02 Part-Time Probationary Period

A part-time employee will be considered on probation and will not be subject to the seniority provisions of this Agreement and nor shall his/her name be placed on the seniority list until s/he has completed **eight hundred and seventy-five (875)** hours worked in active regular duty. Upon completion of such probationary period, the employee's name shall be placed on the part-time seniority list with seniority entitlement calculated to the employee's start date.

Only regular and overtime hours worked in the position for which hired shall accumulate towards probation. Modified duties or light duty hours worked are excluded from this accumulation.

A part-time employee is not eligible for any benefits or the like, unless specifically identified as such in this Agreement.

5.03 The Employer, at their discretion, may discharge any probationary employee during the probationary period and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement.

5.04

Full-time/Part-time Ratio

The parties agree the main purpose of part-time employees is to augment the regular full-time work force and to fulfill the needs of the business, wherein the Employer is allowed to remain competitive in the marketplace in which it functions. However the ratio of supplemental part-time employees shall not exceed twenty percent (20%) of the total workforce excluding those part-time employees who are being utilized to replace full-time employees who are not present as a result of vacation utilization, illness etc.

To insure the utilization of part-time employees is not abused the following formula shall be utilized:

- 1) Determine the regular hours worked by all employees during the six (6) pay periods, subsequent to June 30, as well as the six (6) pay periods preceding January.
- 2) The part-time complement allowed shall be measured by adding twenty percent (20%) percent of the hours of 1. above plus the total of all hours of full-time employees absent due to vacations, sickness, paid holidays, leaves of absence, workers compensation or absent without leave.
- 3) If it is found that the part-time component has exceeded twenty percent (20%) as measured in 2. above, the Employer shall, each July 1st and January 1st promote those part-time employees required to meet or exceed the twenty (20%) percent component.

An employee promoted to full-time status shall not be demoted to part-time status unless the Employer suffers a reduction in volume or has gained a proficiency and/or efficiency in the operation that would no longer require the same number of hours in the bargaining unit.

The Employer agrees to provide the Union within three (3) weeks upon the completion of each of the two (2) six (6) pay period intervals as outlined above, with the information used in the calculation.

5.05

An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement and nor shall his or her name be placed on the seniority list until after he or she has completed one-thousand and forty (1,040) hours of full-time employment within any six (6) consecutive calendar months, not including time worked on light duties. Upon completion of such probationary period, the employee's name shall be placed on the full-time seniority list with seniority entitlement calculated to the date commencing six (6) calendar months immediately prior thereto.

ARTICLE 6 HOURS OF WORK

6.01 The regular scheduled hours of work shall not exceed forty (40) hours per week.

The employer shall assign work shifts to full time employees of eight (8) hours in length. In the event the employer determines to utilize ten (10) hour shifts, such shifts will be offered in seniority order and mandated in reverse order. Part-time employees shall not be worked or scheduled to work for the purpose of having a full-time employee work less than their scheduled shift. It is understood, however, that exceptions may occur to meet delivery schedules and on-time customer deliveries.

6.02 It is understood that the scheduling of Part-time employees shall be at the discretion of management, however, in no event will such employees be scheduled for less than four (4) hours work per shift.

6.03 Employees' shifts for the following week shall be posted on the bulletin board by Wednesday 3:30 p.m. (nights by Thursday 1:30 a.m.) of each week and updated as required. Once the aforementioned posting has been made, full time employees' shift(s) will only be changed by mutual agreement between the employee and management.

6.04 In the event any changes are made to an employee's regular hours of work, forty-eight (48) hours' notice shall be given to each employee affected by such change unless this change is caused by an emergency such as, but not restricted to, absenteeism, receipt of product or mechanical breakdown. This notice shall not apply to overtime work. The employer will make shift changes by preference in seniority order, skills and ability being sufficient.

6.05 Employees shall punch in/out using all systems required by the Employer at the commencement and conclusion of their shifts, breaks, lunches etc.

6.06 **Lunch and Breaks**

It is understood that an unpaid lunch break of thirty (30) minutes shall be scheduled as close as possible to the mid-way point of an employee's scheduled shift which is eight (8) or more hours of duration.

6.07 **For employees scheduled to work an eight (8) hour shift the Employer will provide two (2) fifteen (15) minute paid rest periods on each work day, one during the first half and one during the second half of the said shift. For employees scheduled to work a ten (10) hour shift the Employer will provide one (1) fifteen (15) minute paid rest period during the first half of said shift and one (1) twenty (20) minute paid rest period during the second half of the shift. An employee who works one and one-half (1½) hours or more overtime after the end of his/her regular shift will be provided a fifteen (15) minute rest period. Such rest periods shall continue on one and one-half (1½) hour intervals following the last**

rest period. Employees will receive a one-half (½) hour paid lunch break for four (4) hours or more overtime worked, if such overtime is subsequent to working his/her regular scheduled shift. An employee working an overtime shift shall be entitled to a paid one half (½) hour lunch break after he/she has worked four (4) hours in excess of his/her regular eight (8) or ten (10) hours.

For employees working ten (10) hour shifts, the one (1) fifteen (15) minute and one (1) twenty (20) minute paid rest periods, as indicated above, may be substituted by one (1) thirty five (35) minute paid rest period. In the event employees on ten (10) hour shifts choose to substitute one (1) fifteen (15) minute and one (1) twenty (20) minute breaks for the one (1) thirty five (35) minute break, same shall be allowed. It is understood that such thirty five (35) minute paid rest period will only be taken on the approval of management.

In the event overtime is intended to be more than one (1) hour, any employee assigned to a ten (10) hour shift and who works overtime at the end of said ten (10) hour shift, shall immediately, upon commencement of the overtime, receive a fifteen (15) minute paid rest period. Such rest periods shall continue at one and one-half (1½) hour intervals following the last rest period.

6.08 **Call-in Pay**

An employee who is called into work outside his/her regularly scheduled hours shall be paid a minimum of four (4) hours at the applicable rate of pay whenever there is a break between the employees regularly scheduled hours and the work the employee is called in to do.

6.09 **Reporting Pay**

Unless he/she has been notified before hand not to report for work, an employee reporting for work at his/her scheduled starting time shall be provided a minimum of four (4) hours work or pay.

6.10 **Meal Allowance**

When an employee is required to work more than two (2) hours overtime immediately following the end of his/her scheduled shift, s/he will then be provided with a meal allowance of ten (\$10.00) dollars.

ARTICLE 7 OVERTIME

7.01 For all hours worked in excess of forty (40) in any work week, or, eight (8) hours or ten (10) hours in any day, depending on the employee's schedule (i.e., 5x8 or 4x10), an employee shall be paid at the rate of time and one-half (1½).

7.02 When overtime is required, the senior employee on the shift shall be the first offered such overtime work, provided skills and ability are sufficient. In the event the senior employee does not wish to work the overtime, the most junior employee(s) on the shift shall be required to perform such overtime work.

Employee(s) who have a legitimate reason for not being able to work overtime shall not be forced to work overtime. However, the Employer may require proof of said reason.

7.03 Notwithstanding the above, the Employer, subject to qualifications and ability, may call their part-time employees or call the senior qualified employees that would not be on the overtime premium.

If the Employer requires employees to work prior to the start of their scheduled shift, then, subject to qualifications and ability being equal, the senior full-time employee will be the first called.

7.04 An employee may request compensating time off in lieu of overtime pay to a maximum accumulation of eighty (80) hours at any one time. An employee whose request for compensating time off in lieu of overtime pay has been approved shall accumulate one and a half (1 ½) hours of paid time off for each hour of overtime worked. The compensating time off shall be taken at a time mutually agreed upon between the Employer and the employee, and must be booked off by March 31st. Any accumulated overtime that was earned during the previous calendar year must be taken as paid time off by March 31st. If, by the end of the 2nd last full pay period in March the employee has not requested the paid time off, it will be paid out in the last full pay period of March.

ARTICLE 8 GENERAL HOLIDAYS

8.01 The following shall be considered as General Holidays:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Louis Riel Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | |

8.02 **General Holidays Pay Eligibility**

All employees are entitled to general holiday pay if they work their scheduled shift prior, after, and on the day of the holiday (if required) unless they are absent due to an authorized leave of absence, on vacation, or due to a legitimate illness or injury meeting the requirements of the employer, in which case, the employee will not be disentitled. Employees who are normally scheduled on a five (5) day eight (8) hour

schedule shall receive eight (8) hours of holiday pay at their regular rate, or, in lieu of pay, a mutually agreed upon day off with pay for each holiday identified within the Agreement. Employees who are normally scheduled on a four (4)-day, ten (10)-hour schedule shall receive ten (10) hours of pay, at his/her regular rate, for each holiday identified in the agreement.

8.03 Any employee who works on a general holiday shall be paid time and one-half (1½) times his/her regular hourly rate of pay for all time so worked. Employees not entitled to general holiday pay will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on a general holiday.

ARTICLE 9 WAGES

9.01 Wages and classifications of work shall be set out in Appendix A attached hereto and forming part of this Agreement.

9.02 In the event an employee's pay cheque has a shortage error of less than **fifty (\$50.00)** dollars and management is notified of said error, the Employer **will rectify the error on the next pay period**. In the event an employee's pay cheque has a shortage error of more than **fifty (\$50.00)** dollars and management is notified of said error, the Employer will issue an additional cheque as soon as possible, but within no longer than **five (5) business days**. If through the audit process a monetary correction is made to the signed payroll sheet the employee shall be notified of said correction prior to payday. In the event that it is an error on the part of the employee, the correction will be made on the next cheque. In the event that an employee is overpaid, the employee will be responsible to pay back the amount owing no later than the next pay period.

ARTICLE 10 NO STRIKE OR LOCKOUT

10.01 In view of the orderly procedure established by this Agreement for settling grievances, the Employer agrees that there will be no lockout of its employees and the Union agrees there will be no strike or other collective action which will stop, curtail or interfere with work of the Employer's operations. The Union agrees that if any such collective action takes place, they will repudiate it forthwith and require their members to return to work.

ARTICLE 11 SENIORITY/LAYOFF/RECALL/PROMOTION/JOB POSTINGS

11.01 Seniority is defined as the most recent date of hire with the Employer, provided however, that an employee will be on probation and not subject to the seniority provisions contained herein, until s/he has completed the probation period referred to in Article 5 thereof.

For the purpose of the seniority list, such list shall list the employees in the following sequence:

- 1) full-time seniority date
- 2) in the event of a common full-time seniority date then
 - a. start date, then
 - b. alphabetically by surname, then
 - c. alphabetically by second letter in surname, then
 - d. alphabetically by third letter in surname, and so on
- 3) part-time employees with seniority
- 4) part-time employees in order of hours worked

Part-time employees who subsequently become full-time employees shall have a full-time seniority date effective the date of being promoted to full-time. In the event a promoted part-time employee has not completed the probationary period referred to in Article 5.01, said employee shall continue to be on probation until s/he has completed **eight hundred and seventy five (875)** hours of regular, non-light duty hours of work.

11.02 Seniority shall be considered broken, all rights forfeited and there is no obligation to rehire when an employee:

- (a) voluntarily resigns from the service of the Employer;
- (b) is discharged for just cause and not reinstated through the grievance procedure;
- (c) is absent from work without good and proper reason;
- (d) fails to return to work when recalled from layoff as provided under Article 11.04;
- (e) has been off the payroll for more than one (1) calendar year, unless the employee is off work on worker's compensation benefits (WCB), long term disability (LTD) or Manitoba Public Insurance (MPI) benefits.

11.03 In the event of a work shortage resulting in the layoff of employees covered by this Agreement, the order of layoff shall be as follows:

FIRST: Probationary employees in order of merit provided the employees with seniority remaining have the required qualifications and can perform the duties assigned to them in a manner satisfactory to the Employer.

SECOND: Part-time employees in reverse order of length of service.

THIRD: Full-time employees with seniority, in reverse order of seniority, provided the retained employees have the required qualifications and can perform the duties assigned to them in a manner satisfactory to the Employer.

11.04 Recall Procedures

In case it becomes necessary to increase the work force, employees on layoff will be recalled in reverse order of layoff.

When recalling a person from layoff the Employer shall notify him/her by registered letter sent to his/her last known address and a copy of the letter will be sent to the Union. The employee shall notify the Employer of his/her intention to return to the service of the Employer within seven (7) calendar days of the date of registration of such letter and shall return within the next seven (7) calendar days. In cases where it is necessary to secure workers in less time than the required notice, the Employer, if unable to make contact with the senior eligible employee, may recall the next junior employee and so on down the list until the vacancies are filled. Should the senior employee subsequently report within the required time, he or she shall be given the work for which the next junior employee was recalled. It shall be the responsibility of each employee to notify the Employer of all temporary or permanent changes in address.

11.05 Promotion within the bargaining unit shall be based on seniority provided the senior employee has the ability to perform the normal requirements of the job. Promoted employees will be given up to a **thirty (30)** scheduled day training and trial period in which to qualify.

11.06 Full-time vacancies, newly created classifications, or additional full-time positions added at the discretion of the Employer within an existing classification, within the bargaining unit, shall be posted for five (5) working days. Such vacancies, newly created classifications or additional full-time positions as indicated above shall be filled as set out in Section 11.05. All postings shall indicate the shift. The name of the successful applicant will be posted on the communication board in the warehouse lunchroom for all employees to see.

11.07 The Employer shall determine when any vacancy exists, inclusive of a temporary vacancy, in which case the employer will fill said vacancy at its discretion.

11.08 An employee in the bargaining unit promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. In the case of an employee accepting a term position outside the bargaining unit, the employee will continue to accumulate seniority for a maximum of one (1) calendar year, per term position. If such employee elects to remain outside the bargaining unit at the end of such six (6) month or twelve (12) month period as applicable, s/he will forfeit his seniority.

11.09 The Employer shall provide all employees with adequate training for the jobs that they are assigned to perform.

ARTICLE 12 VACATIONS

12.01 Full-Time Vacation Calculation

The Vacation year shall be January 1st to December 31st. Vacation shall be calculated to and in recognition of service ending with a cut-off date of December 31st each year and such employee shall become entitled to his or her first vacation not exceeding two (2) weeks on January 1st in the calendar year next following date of hire. On each January 1st thereafter said employee shall become entitled to a regular annual vacation.

12.02 In calculating the first vacation for a new full-time employee with less than one (1) year of service by January 1st, the following formula will apply:

$$\frac{\text{Completed Weeks of Service}}{\text{on Dec. 31}^{\text{st}} \text{ in year of vacation}} \times 10 \text{ days} = \text{Days of Vacation}$$

52

"Days of Vacation" shall not exceed 10 working days and will be determined by rounding to the nearest full day.

12.03 Part-Time Promoted to Full-Time

Part-time employees promoted to full-time shall be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee (full increments of 2000 hours to be the equivalent of one (1) year). The credited years of service in conjunction with their full-time service shall be used to determine full-time vacation entitlement.

12.04 Full-Time Vacation Entitlement

The duration of the vacation shall be based on the length of seniority service on December 31st of the calendar year in which vacation is granted as follows:

Length of Seniority Length of Vacation

1 year but less than 4 years	80 hours
4 years but less than 10 years	120 hours
10 years but less than 15 years	160 hours
15 years but less than 22 years	200 hours
22 years and greater	240 hours

12.05 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set out above in Article 12.04, are that they have worked for the Employer not less than 95% of the regular full time assigned working hours during a continuous 12 month period, but time for absence from work not to include:

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

In the event an employee does not qualify for vacations with pay as outlined above he shall receive vacation pay calculated at two (2%) percent of his total wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

12.06 **Part-Time Vacation Calculation and Entitlement**

Part-time employees shall receive vacation pay in accordance with the Manitoba Employment Standards Code, or if the part-time employee should choose to do so he/she shall have the opportunity to select a scheduled vacation time and receive his/her vacation pay at the time said vacation is utilized. If entitlement is less than forty (40) hours then vacation may be booked in that allotment.

12.07 **Vacation Scheduling and Selection**

Each employee shall take his or her vacation during the vacation year in which he or she becomes entitled. Any hours in excess of one hundred and sixty (160) hours may be paid out upon request.

12.08 Vacation selection shall commence on January 1st of each year for the utilization of the following calendar year and all selection shall be completed by January 31st of each year. Vacation requests for the month of January must be submitted by December 1st.

12.09 Vacations may be taken only in increments of forty (40) hours or multiples thereof with the exception being where a General Holiday falls within the vacation period. In such case the Employer will give the employee the opportunity of receiving eight (8) hours' pay at the employee's regular hourly rate for such General Holiday or allocating an alternate day to be taken at a time to be agreed upon between the Employer and the employee.

12.10 Where an employee is entitled to one hundred and twenty (120) hours or more vacation, those hours of vacation in excess of eighty (80) hours shall be selected after other employees in the department have made their initial request. If further hours are available after other employees on the shift have indicated their initial request, then an additional selection can be made. No more than one (1) person from this group can be on holidays at a time unless mutually agreed to between the employee and Employer.

12.11 The Employer shall, on the second payroll in January, pay the outstanding vacation pay to all part-time and full-time employees unless otherwise mutually agreed.

12.12 **Hospitalization During Vacation**

A full-time employee who is hospitalized due to illness or injury during his/her vacation may file a claim for sick pay benefits. The unused vacation pay shall be returned and the unused vacation shall be rescheduled following the employee's return to work. In the event the unused vacation envelopes the December 31st cut-off date, the Employer may, at their discretion, pay the outstanding vacation pay or reschedule the vacation in the next vacation year.

When an employee cancels his/her vacation outside of peak periods or due to STD, LTD, WCB or MPI the Employer will repost the available dates. Employees with open weeks may bid in order of seniority for said unused vacation time. For the purposes of this Article, peak periods shall refer to weeks in which all eligible vacation time is already booked by other employees.

12.13 **Vacation Other**

Employees who are on vacation will not be contacted by the Employer, or be eligible to pick up shifts that become available during their scheduled week of vacation, until the employee has begun their first scheduled shift after the completion of their vacation period.

12.14 In the case of an employee who leaves the service of the Employer, such employee shall receive vacation pay up to the date of leave calculated back to the last cut-off date for which he or she has already received vacation pay. (For an employee who leaves before his or her first cut-off date the calculation shall be made back to the date said employee was employed).

ARTICLE 13 SAFETY AND HEALTH

13.01 The Employer and the Union are committed to the safety and health of all employees. Matters of safety and health may be raised with management or any safety and health committee in the workplace. The Inventory Control Department will have one (1) employee representative on the SYSCO Workplace Safety and Health Committee. The Employer and the Union agree that all members of the Joint Health & Safety Committee are fully engaged and actively participate.

13.02 In the event that it is a requirement to wear **CSA** approved safety footwear, employees with seniority shall receive, effective first full pay period following March 31, 2008, a reimbursement of one hundred and twenty-five (\$125.00) dollars towards the purchase of **CSA** approved safety footwear. **Effective March 31, 2020 the allowance will be one hundred and fifty (\$150.00).** Such reimbursement shall be paid through payroll deposit once a year to those eligible as of May 1st of each year. In the event that an employee's boots fail to meet CSA standards through wear and tear, the employee will be required to purchase new **safety** footwear **prior to the commencement of their next shift or as soon as management becomes aware.**

13.03 The Employer agrees to provide, at no cost to employees, **assigned to work in the freezer**, and to replace as required in the appropriate sizes, the following:

- a freezer suit
- gloves or mitts
- freezer boots, liners (if appropriate)
- balaclava or head gear
- neck covering

The Company will ensure that thermal gloves or mitts, balaclava or head gear, and neck coverings are in stock and on hand.

Upon request, employees will receive one (1) insulated jacket or one (1) insulated pant, no more than once every five (5) years.

Under no circumstances will the Employer supply clothing for personal use. In the event that an employee leaves the Employer's employ, any and all Employer-supplied clothing items shall be returned.

Cooler Clothing: All non-probationary Inventory Control Personnel shall be provided a light-weight lined jacket once per year in the appropriate size.

To receive a replacement item, employees must turn in their old/ worn clothing.

ARTICLE 14 LEAVE OF ABSENCE

14.01 Bereavement Leave

Where an employee is absent to **deal with the death of:** his/her spouse (including common-law spouse of the same and opposite sex after six (6) months of co-habitation), parent, child, brother, sister, grandparent, grandchild, great-grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law, he/she shall receive pay at his/her regular hourly rate for scheduled hours lost up to three (3) **non-consecutive** scheduled days **off. These days must be taken within three (3) months of the death.** Additionally, in the event an employee is required to travel five hundred (500) kilometres or more to **deal with the death of a family member** within the aforementioned categories, he/she shall be eligible for two (2) additional days of pay for scheduled hours lost.

In addition to the above, in the event an employee is informed at work of the death of one of the above mentioned relatives, the employee shall receive, in addition to any bereavement pay outlined above, the remainder of that day off with pay.

In the event of the death of a niece, nephew, aunt or uncle an employee shall receive pay at his/her regular hourly rate for scheduled hours lost up to one (1) scheduled day to **deal with the death of the family member.**

14.02 An Employee who has been employed for at least **ninety (90) days** and is the primary care giver to another person, in accordance with the Federal Employment Insurance Act, is entitled to an unpaid compassionate care leave of up to **twenty eight (28) weeks.**

14.03 Jury Duty

The Employer shall continue to pay a full-time employee for scheduled hours at said employee's hourly rate for time he or she is away when summoned to appear or required to serve jury duty. Within one (1) month of the employee's return to work said employee will reimburse the Employer the full amount of any court fees received from the Government. It is understood that the employee will report to work during regular hours that he or she is not required to attend court and may be required to produce a certificate from the court office if requested by the Employer.

14.04

Personal Leave of Absence

Leave of absence may be granted to an employee by the Employer, on a case by case basis, for good and sufficient reason upon application by the employee provided the granting of such leave does not interfere with the requirements of the business. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Employer, and if the leave is granted by the Employer, it shall be confirmed in writing stating the commencement and completion date of said leave, and a copy thereof sent to the Union. Seniority shall accumulate through periods of such leave of absence. There will be no accumulation of health care benefits.

However, employee(s) may choose to self-pay their health care benefits. In the event that employee(s) elect to use self-pay, such employee(s) shall pay the Employer for their health care benefits in full no later than the 1st day of the leave of absence.

14.05

Maternity Leave

A female employee who has completed her probationary period and/or seven (7) consecutive months of employment 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 is entitled and so chooses to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) 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 a disabling medical condition, 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 condition.

Sick leave benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Sick Leave Plan in Article 21 of this Agreement.

14.06

Parental Leave

Every employee who has completed his/her probationary period and/or seven (7) consecutive months of employment and

- (a) who,
 - i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - iii) adopts a child under the laws of the province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave, is entitled to and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

Except as indicated below, Parental leave is only available within the fifty-two (52) weeks following the child's birth, or for adoptive parents, within the fifty-two (52) weeks from the date the child is placed with the employee, unless the child is hospitalized. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Employer and the employee agree otherwise.

When an application for parental leave is not made in accordance with the above the employee is nonetheless entitled, and upon application to the Employer, to be granted parental leave under this section for the portion of the leave period that remains at the time the application is made.

14.07

Family Leave

As per Employment Standards employees will be allowed to take three (3) unpaid days, single or together to be used as family leave.

The employee will notify the supervisor with as much notice as possible including prior to the beginning of their shift that they are taking a family leave day.

A note will not be required to take Family Leave.

ARTICLE 15 WORKERS COMPENSATION BENEFITS

15.01 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 and the employee shall be provided immediately.

15.02 An employee suffering an injury or illness who qualifies for Workers Compensation benefits shall be paid for the scheduled hours lost for which he/she would otherwise have worked on the day of their injury or illness.

15.03 In situations where the Workers' Compensation Board denies an employee from receiving benefits, and where in such instances, the employee files an appeal challenging the WCB decision to deny the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving sick benefits/weekly indemnity benefits that are provided for in this Collective Agreement. In such instances, the employee agrees that if his/her appeal is accepted by the WCB, the insurance carrier shall then be reimbursed for all monies owing to them.

ARTICLE 16 REPRIMAND

16.01 The Shop Steward, if available, or another immediately available bargaining unit employee of the disciplined employee's choice if the Shop Steward is not available, shall be present when an employee is:

- a. given a written reprimand which is entered on the employee's personnel file, or
- b. suspended or discharged.

16.02 The employee and the Union, shall be given copies of any written reprimand, suspensions or terminations that are entered in an employee's file. The copy of the written reprimand, suspension, or termination will be given to the employee immediately and **emailed** to the Union office within **two (2) business** days.

 In the event that an employee is required to wait in the workplace for an extended period of time for a disciplinary meeting to be conducted, they shall be compensated for such time.

16.03 The employer shall only have one (1) personnel file for employee's medical and one (1) personnel file for other issues for each employee, and said employee shall be entitled to review the content of each file and obtain copies of any disciplinary actions or medical information. No disciplinary notices shall be referred to nor used against an employee after **twenty four (24)** months of issuance.

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

ARTICLE 17 GRIEVANCE PROCEDURE

17.01 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.

17.02 Should any alleged grievance arise as to the interpretation and application of the provisions of this Agreement, such grievances shall be processed within fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred, in the following manner and sequence:

FIRST: Grievance form must be submitted to the Supervisor before a grievance meeting is scheduled between the aggrieved employee and his or her immediate supervisor and designated Manager. The steward or a Union Representative will present the grievance on behalf of the employee to the employee's Supervisor and designated Manager. The decision of the Supervisor and Manager shall be given within five (5) calendar days following presentation of the grievance. Failing settlement, the steward or the Union Representative may advance the grievance to the next step.

SECOND: Within seven (7) calendar days following the decision under the first step, the Union Representative shall take the matter up with the designated Manager for the respective shift and Human Resources representative. The aggrieved employee may accompany the Union Representative if s/he so desires. The decision of the third step shall be given within fourteen (14) calendar days. Failing settlement, the steward or the Union Representative may advance the grievance to the next step.

THIRD: If the grievance remains unsettled, then within fourteen (14) calendar days of the date of the decision under the second step, the grievance shall be referred to an arbitration board as provided under Article 18 of this Agreement.

17.03 If an employee, who has completed the probationary period, alleges that he or she has been unjustly discharged, said employee shall notify the Employer, in writing, within three (3) calendar days after date of separation, stating the reason of objection to the discharge and the grievance will be considered commencing with the third step of Article 17.02.

17.04 Pending settlement of any grievance, the aggrieved employee shall perform the duties assigned to him or her by the Employer.

17.05 A Union Representative, as contained in this Article, will mean a full-time employee of the Union.

ARTICLE 18 ARBITRATION

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

18.02 No grievance may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.

18.03 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 chosen in order from the panel listed below:

Michael Werier
Gavin Wood
Patrick Riley
Bill Hamilton

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

The arbitrator shall not be deemed to be willing to act unless he/she is in the position to convene the hearing within twenty-eight (28) days, or such later date as the parties may agree, from the date of his/her selection. In the event none of the above arbitrators is willing to convene the hearing, the matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator.

18.04 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.

18.05 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 no covered by or arising during the term of this Agreement.

18.06 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 he/she deems equitable.

18.07 The findings and decisions of the arbitrator on all arbitral questions shall be binding and enforceable on all parties involved.

18.08 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.

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

ARTICLE 19 HARASSMENT POLICY

19.01 The Employer and the Union agree that no form of harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. The Employer shall make available to all employees its Harassment Policy. All new employees are to receive a copy of the Employer's Harassment Policy.

ARTICLE 20 LABOUR/MANAGEMENT RELATIONS

20.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives from the Employer. The Committee shall meet at least quarterly, for the purpose of discussing matters of mutual concern. The Committee shall have the power to make recommendations to the Employer. Time spent by employees in carrying out the functions of this Committee shall be considered as time worked. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. The full-time Union Representative may also attend these meetings from time to time.

20.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union Office shall be provided with a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to

meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 21 HEALTH AND WELFARE

21.01 The Employer agrees to provide to every eligible employee a summary of any benefits to which the employee is entitled.

21.02 Eligibility for Health and Welfare Benefits are restricted to full-time employees that have completed their probationary period.

21.03 Welfare/Benefit Plans

The cost to be shared equally between the Employer and the employee unless specified otherwise.

21.04 Hearing Care Plan

Provide a Hearing Care Plan providing \$500.00 lifetime to those eligible.

21.05 Long Term Disability Plan

The Employer will arrange to have an insurance carrier provide an employer paid Long Term Disability Plan which will include the following provisions:

- a. Full-time employees actively working at work on the effective date are eligible for the Plan on attainment of one year's seniority. Employees absent from work on the date they would otherwise have been eligible must return to work and satisfactorily complete two months' full-time work to be eligible.
- b. Long Term Disability benefits will be payable where an employee is unable to perform any employment for remuneration or profit solely by reason of total disability through sickness or accident. The sole determination of cases qualifying for benefits will be made by the insurance company based upon continuing medical evidence of such disability as it considers satisfactory. To qualify, any case involving alcohol or drug-related conditions will require active supervision by and continuing treatment from a rehabilitation centre or a provincially designated institution. Any case involving mental illness will require continued treatment under an approved specialist, and will only be paid in case of severe conditions involving personality disorganization (psychotic conditions).

- c. The amount of benefit will be eighty percent (80%) of base wage at the time of disability to a maximum of per month **effective March 30, 2021 the amount of benefit will be eighty percent (80%) of base wage at the time of disability to a maximum of two thousand, five hundred dollars (\$2,500.00)** less any benefit for which the employee is eligible under the Canada Pension Plan Primary Disability Benefit, Workers Compensation, or other Government sponsored benefit. The employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his/her application for them has been denied.
- d. The benefit will commence after the employee has been absent due to the disability for one year or after his/her sick pay or Employment Insurance entitlement has expired, whichever is earlier, and will be payable until recovery, actual retirement date, normal retirement date or death, whichever comes first.
- e. Should an employee return to work after collecting Long Term Disability Benefits and subsequently again cease to work as a result of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work; otherwise, the employee will be subject to the normal waiting period before the benefit commences.
- f. Where an employee returns to work under an approved rehabilitation program of up to 24 months, the benefit will be reduced by 50% of any earnings provided the total gross income from all services does not exceed the pre-disability normal gross wage.
- g. No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another employer, or commission of a felony.

21.06

Dental Plan

The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty eight (0.38)** cents per hour for all hours worked and/or paid in respect to all employees in the bargaining unit. Contributions shall include vacation pay, sick pay, weekly indemnity benefits, and statutory holiday pay.

If required, the Employer agrees to pay up to one (1) cent per hour per year in addition to the above **thirty eight (0.38)** cents per hour only when the

Trustees of the Manitoba Food & Commercial Workers Dental Plan require the one (1) cent per hour per year increase to go to the next annual dental fee schedule.

Such contributions will be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

The Employer agrees to comply with all requests of the Board of Trustees in regard to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time.

21.07 **Vision Care Plan**

Provide a Vision Care Plan providing two hundred dollars (\$200.00) every twenty-four (24) months to those eligible.

Employees who have their glasses damaged while working will be compensated to a maximum of two hundred (\$200.00) dollars once per calendar year for the cost of replacement glasses, and will next be eligible for Vision Care benefits twenty-four (24) months from the date of purchase of said replacement glasses.

21.08 **Group Life Insurance Plan**

Following the completion of one (1) year of service, the Employer shall, effective January 1st of the next calendar year, provide an employer paid Life Insurance equal to the earnings class for each full-time employee. Earnings class is defined as $2080 \times 2.0 \times$ the regular hourly rate of the employee as of January 1st of each year. The Accidental Death and Dismemberment Benefit shall be increased accordingly.

**ARTICLE 22 SYSCO CANADA DEFINED CONTRIBUTION
UNION PENSION PLAN**

All employees will join the Sysco Canada Defined Contribution Union Pension Plan provided by Sun Life Financial. Employees will be provided a booklet summarizing the plan upon entry and whenever changes are made.

ARTICLE 23 DURATION OF AGREEMENT

23.01 This Agreement and attached Addendum(s) or Letter(s) of Understanding constitute the entire Agreement between the parties. It supersedes any and all previous Agreement(s) or practices be they written or oral between all parties hereto and settles all issues whether economic or otherwise which are subject to the collective bargaining process.

This Agreement shall be in effect from date of signing, and shall remain in effect until March 29th, **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.

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

23.03 All Letters of Understanding and Memorandums attached to this bargaining agreement shall be an integral part of this bargaining agreement.

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

SIGNED THIS	DAY OF	2018:
<u>FOR THE UNION:</u>		<u>FOR THE EMPLOYER:</u>
_____		_____
_____		_____
_____		_____

APPENDIX "A" - WAGES

A-1 Schedule I:

March 29, 2018					
	Start	After 2000 hours	After 4000 hours	After 6000 hours	After 8000 hours
Part-time	\$18.65	\$19.65	\$20.65	\$20.65	\$20.65
Full-Time	\$18.75	\$19.75	\$20.75	\$21.75	\$23.25
Tugby, John	Lump sum payment of \$500				\$24.01
Douglas, Mark	Lump sum payment of \$500				\$24.01

March 29, 2019					
	Start	After 2000 hours	After 4000 hours	After 6000 hours	After 8000 hours
Part-time	\$19.15	\$20.15	\$21.15	\$21.15	\$21.15
Full-Time	\$19.35	\$20.35	\$21.35	\$22.35	\$23.85
Douglas, Mark	Lump sum payment of \$600				\$24.36

March 29, 2020					
	Start	After 2000 hours	After 4000 hours	After 6000 hours	After 8000 hours
Part-time	\$19.65	\$20.65	\$21.65	\$21.65	\$21.65
Full-Time	\$19.95	\$20.95	\$21.95	\$22.95	\$24.45
Douglas, Mark	Lump sum payment of \$600				\$24.71

March 29, 2021					
	Start	After 2000 hours	After 4000 hours	After 6000 hours	After 8000 hours
Part-time	\$20.15	\$21.15	\$22.15	\$22.15	\$22.15
Full-Time	\$20.55	\$21.55	\$22.55	\$23.55	\$25.05
Douglas, Mark	Lump sum payment of \$600				\$25.05

March 29, 2022					
	Start	After 2000 hours	After 4000 hours	After 6000 hours	After 8000 hours
Part-time	\$20.65	\$21.65	\$22.65	\$22.65	\$22.65
Full-Time	\$21.15	\$22.15	\$23.15	\$24.15	\$25.65

Wage increases upon ratification and throughout the Collective Agreement will be administered in the first full pay period following the dates indicated above.

- A-2 Effective the first full pay period following April 29, 2008, a one **dollar and twenty cents (\$1.20)** per hour Night Shift Premium shall apply to all employees for each full hour worked between 6:00 p.m. and 6:00 a.m. whose shift commences after 12:00 noon and before 6:00 a.m. Overtime hours worked where an employee would be eligible for night shift premium will be included for night shift premium.

- A-3 Effective the first full pay period following April 29, 2008, a one **dollar and twenty cents (\$1.20)** per hour Freezer Premium shall apply to all employees for each full hour worked in the freezer.

LETTER OF UNDERSTANDING #1

RE: SICK PAY

The parties agree the sick pay provisions provided by the Employer are for the sole purpose of limiting economic loss as a result of bona fide illness or off the job injury. Sick Pay benefits shall be as follows:

1. ELIGIBILITY

To be eligible for sick pay as of the effective date, an employee must have completed not less than six (6) months of full-time seniority service with the Employer and to be thereafter eligible for sick pay, a newly hired employee must complete six (6) months of full-time seniority service with the Employer and under both conditions must be an employee within the bargaining unit of the Employer. A part-time employee is eligible for sick pay as referred to in the following. In the event that an employee is injured on the job the day of the injury shall not count as utilization of the sick leave.

2. LENGTH OF BENEFITS

Full-time employees are eligible for benefit, in respect of absence from work due to sickness or off the job injury, as follows:

- 2 A) If the employee has not utilized the sick pay provision of this Agreement in the previous twelve (12) months, the employee is eligible for benefit from the first day of absence
- 2 B) If the employee has utilized the sick pay provisions of this Agreement no more than once in the previous twelve (12) months, said employee shall receive sick pay commencing on the second (2nd) day of absence
- 2 C) If the employee has utilized the sick pay provisions of this Agreement two (2) or more times in the previous twelve (12) months, said employee shall receive sick pay commencing on the fifth (5th) day of absence

Employees who are eligible and are receiving sick pay may do so for a period of illness or off the job injury not to exceed one hundred and twenty (120) calendar days from date of the sick pay commencement.

3. SICK PAY LADDER

Employees who are eligible for benefit from the first day of absence shall maintain 100% compensation. For all others, the following compensation shall apply:

- Two (2) to four (4) working days
- Five (5) to fifteen (15) working days
- Sixteen (16) to twenty-three (23) working days
- Twenty-four (24) or more working days within a total of one hundred and twenty (120) calendar days from the date of illness or off the job injury
- 100% of pay based on forty (40) hours per week
- 90% of pay based on forty (40) hours per week
- 80% of pay based on forty (40) hours per week
- 70% of pay based on forty (40) hours per week

Full-time employees, whose sickness continues in excess of the four (4) calendar months referred to above are eligible to claim benefits from Employment Insurance for a further fifteen (15) weeks. For a continuing absence the employee may be eligible to claim benefits through the Employer's Long Term Disability Plan.

Part-time employees are eligible for benefit to the extent of the remaining hours of the shift in which they become disabled.

Sick leave benefits cease on the day the employee would otherwise have been laid off or terminated had the employee not been on paid sick leave and such disability commenced within the two months and such notice of separation or layoff was given before the disability began.

Sick leave benefits are not payable for employees whose illness or injury is covered by Workers Compensation or Canada Pension Plan.

4. REINSTATEMENT OF BENEFITS

Upon an employee's return to work following an absence due to sickness or off the job injury, the following shall apply:

In the event of a new disability within thirty (30) days following an employee's return to work, a waiting period of ten (10) business days shall apply, at which time the employee will be eligible for reinstatement of benefits as per the Sick Pay Ladder. That is, the first two (2) to four (4) working days after the ten (10) day waiting period will be compensated at 100%, the next five (5) to fifteen (15) working days will be compensated at 90%, and so on.

In the event of a recurring disability, reinstatement of full-time benefits will be provided three (3) months following the return of the employee to work.

The total sick pay granted for a recurring disability in any twelve month period shall not exceed one hundred and twenty (120) calendar days.

5. ATTENDANCE INCENTIVE

An employee who has not utilized the sick pay provision of this Collective Bargaining Agreement in any **six (6)** month period will be granted one “floater day”. The employee may apply the floater day in the event of sickness or off the job injury as follows:

1. A single sick day of absence; or,
2. Day 1 of an absence under Length of Absence Section 2 B).

The employee using the floater day as above will receive 100% compensation based on forty (40) hours per week, and the said occurrence will not impact the length of benefits or position in the sick pay ladder in the event of a subsequent event of sickness or off the job injury. Employees may carry forward up to a maximum of **four (4)** floater days. Floater days will not be paid out in the event of termination of employment for any reason. For clarity, the application of this clause shall not result in an employee being entitled to more than one (1) period of absence as described in “Length of Absence” Section 2 A), above. **The employer will provide the number of floater days to each employee upon request.**

Alternatively, an employee may apply a floater day for use as an approved time off request subject to the provisions of 12.07. Floater days will not be paid out in the event of termination of employment for any reasons.

6. MISCELLANEOUS

The Employer reserves the right to obtain medical opinion as to the sickness or off the job injury of any employee seeking sick leave benefit.

Employees found abusing sick days and health and welfare benefits shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce benefits, or terminate the employee. In addition any employees who receive payment for loss of weekly earnings due to accident other than from the Employer shall reimburse the Employer for any amount paid by the Employer in excess of what the employee would have earned had said employee been at work.

The Employer reserves the right to use a third party adjudicator and/or medical assessment to determine whether the medical documentation supports the employee’s eligibility for sick benefits. The Employer will post the name of the third party adjudicator.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF 2018.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #2

BETWEEN:

**SYSCO Winnipeg, a division of
Sysco Canada Inc.**, 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"

(Inventory Control Associates)

It is hereby understood and agreed between the parties that this Letter of Understanding shall form part of the Collective Agreement.

Pension Transition

All probationary employees (as of May 2, 2013) and all future employees will join the Sysco Canada Defined Contribution Union Pension Plan with no amendments or additions. As a consequence those employees will not be entitled to the add-ons outlined below.

All current employees in the Canadian Commercial Workers Industry Pension Plan (CCWIPP) will join the Sysco Canada Defined Contribution Union Pension Plan and receive the following add-ons:

- 1) The Employer will commence contributions for all eligible employees in the amount three hundred (\$300.00) dollars per person per year into the Sysco Canada Defined Contribution Union Pension Plan for the years of service between May 2, 2013 and end of employment with Sysco.
- 2) All payments will become part of the employee's Sysco Canada Defined Contribution Union Pension Plan account and will be made available upon retirement.
- 3) Sysco Canada Defined Contribution Union Pension Plan text rules to apply.

Affected Employees

The following employees are eligible for the above add-ons as outlined below:

- i) Three hundred (\$300.00) dollars per year for the years of service between May 2, 2013 and end of employment with Sysco:
 - Mark Douglas
 - John Tugby
 - Adam Douglas
 - Alinani Sinkala
 - James Del Rosario

Employee Contributions: Employees must contribute 2.5%

Employer Contributions: Employer must contribute 2.5%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF 2018.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #3

BETWEEN:

SYSCO Winnipeg, a division of Sysco Canada Inc., 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"

It is hereby understood and agreed between the parties that this letter will join the other letters of understanding in the collective agreement

Vacation Accrual During Sick Leave

For the duration of this Collective Agreement, the Employer will continue its past practice for absences greater than 30 working days under article 12.05. For clarity, notwithstanding the wording of article 12.05, vacation will accrue during Sick Pay benefits leave greater than 30 working days.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF 2018.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING #4

BETWEEN:

SYSCO Winnipeg, a division of Sysco Canada Inc., 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"

The Company and the Union agree that the Company shall determine the number of employees required to perform the functions of the Inventory Control department, as per the provisions of 3.01 and 11.07 of this agreement. The Company agrees that none of the responsibilities currently being performed by Mr. Tugby will be performed by non-union associates, upon Mr. Tugby vacating the role effective June 29, 2018. Furthermore, the Company agrees that if they were, at their sole discretion, to decide if a part-time Inventory Control position was required, this part-time position would only be scheduled to work up to twenty-four (24) hours per week.

Within sixty (60) days of ratification, Management and Inventory Control bargaining unit members will meet to outline tasks regularly performed by the inventory control department.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF 2018.

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE


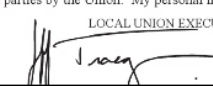
TO: THE NEW OR REHIRED EMPLOYEE:

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 **Sysco Winnipeg, a division of Sysco Canada, Inc.**, 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 members of the Union in good standing. 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 from date of hire or rehire and become members within thirty (30) calendar days.

“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. The Union shall bear the expense of printing and mailing the Membership Application.

Please complete the Membership Application (**sample below**) immediately and return it to your Employer so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

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

EXHIBIT TWO – MEDICAL ABSENCE FORM



SYS CO  WINNIPEG

Medical Absence Form

Employee Name: _____

Job Classification: (Check One) Job Duties Involve:

Warehouse	<input type="checkbox"/>	Repetitive Lifting up to 80 lbs, 100 % Standing or Walking, Use of Full Range of Body Motion, Operation of Motorized Warehouse Equipment
Billing Office, IC, QA or Inbound Freight	<input type="checkbox"/>	Office clerical, Repetitive typing/data entry, 75 % sitting, High Telephone Usage
Salaried	<input type="checkbox"/>	Office clerical, Repetitive typing/data entry, 85 % sitting, High Telephone Usage

Medical Prognosis: _____

Duration of Absence: _____

Expected Return to Work Date: _____

Restrictions: No

Yes If yes, Expected Return to Work Date at Full Duties:

List Restrictions:

Available for Modified Work: Yes No

Physician Signature: _____

HR Dept. Use Only

Date Received: _____

HR Initial: _____