

**CANADIAN LINEN AND
UNIFORM SERVICE CO.**

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



CANADIAN LINEN AND UNIFORM SERVICE CO.

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EXPIRY DATE: FEB. 28, 2023

AGREEMENT BETWEEN:

**CANADIAN LINEN AND
UNIFORM SERVICE CO.**
located at 1860 King Edward
Street, Winnipeg, Manitoba,
hereinafter referred to as the
"Company",

AND

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

ARTICLE 1 PURPOSE

1.01 It is the intent of this Agreement to maintain a harmonious relationship between the Company and its employees, to ensure the maximum united achievement in the profitable production of services, to provide for the prompt and equitable settlement of grievances, disputes and differences that may arise and to maintain fair wages, hours and working conditions for the employees of the Company.

ARTICLE 2 RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agency for all production employees of the Company's plant located at 1860 King Edward Street, Winnipeg, Manitoba, excluding office employees, engineers, maintenance personnel, and all supervisors and administrative employees, forepersons, and those in other collective bargaining units.

ARTICLE 3 EMPLOYEES

3.01 The term "employees" as used in this Agreement shall be all plant employees, except those excluded in Article 2.

3.02 Employees excluded from the bargaining unit are not to be assigned jobs within the bargaining unit except in cases of emergency and for training and audit purposes.

Management is not to be assigned jobs within the bargaining unit except in the following circumstances:

- (a) instruction or training;
- (b) evaluation or experimentation;
- (c) circumstances beyond the Company's control including customer special requests; and
- (d) when bargaining unit employees are not readily available.

ARTICLE 4 MANAGEMENT RIGHTS AND OBLIGATIONS

4.01 The Union agrees that it is the right of the Company:

- (a) to hire, promote, demote, transfer, lay off, **discipline** and discharge employees for just cause;
- (b) to operate and manage its business in all respects and to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

4.02 Matters not specifically covered by the express provisions of this Agreement will be dealt with at the sole discretion of the Company.

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

ARTICLE 5 DEDUCTION OF DUES

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

 The Company further agrees to provide the Union, once a month, with a listing containing the names and Social Insurance Numbers of all employees who have terminated their employment or who are on leave for any reason during the previous period.

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

ARTICLE 6 UNION SHOP

6.01 The Company agrees to retain in its employ within the bargaining unit as outlined in Article 2 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

6.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to employees their responsibility in regard to the payment of Union dues and initiation fees.

6.03 The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company. At the time the Union is notified the Company will notify the designated Steward of the name of the new hire.

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

ARTICLE 7 SETTLEMENT OF GRIEVANCES

7.01 Any complaint, disagreement or difference of opinion between the Company 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.

7.02 Where the Union requires information for a grievance dealing with hours of work and/or seniority, the Company agrees to promptly provide such information in writing to the Union within five (5) working days from the date of the request.

7.03 Any dispute arising out of the interpretation or perceived violation of the Collective Agreement shall be brought to the attention of the immediate Supervisor of the aggrieved employee for the resolution of the dispute as the grievance procedure outlines in sub-article 7.05.

7.04 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented to their immediate Supervisor within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week. Termination grievances shall proceed directly to Step Two of the grievance procedure.

7.05 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

STEP ONE: The aggrieved employee accompanied by a Shop Steward and/or the Union Representative shall present their dispute orally to their immediate Supervisor. The parties shall have five (5) working days to resolve the dispute. The immediate Supervisor shall reply to the dispute in writing. Failing settlement in the time allowed above in Step One, either party may proceed to Step Two.

STEP TWO:

The Shop Steward and/or the Union Representative may present the aggrieved employees' grievance in writing to the Production Manager or their designate within five (5) working days if the dispute has not been resolved in Step One. If the matter is not taken up within five (5) working days of the date the Union received the written reply to the grievance in Step One, it shall be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

7.06 If a satisfactory settlement cannot be reached, then upon request of either party, within ten (10) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may be referred to an arbitrator, selected in accordance with Article 8.

7.07 It is understood and agreed by the Union and the Company that the time limit specified in the various steps of the above grievance procedure, may only be extended by mutual agreement between the Company and the Union.

7.08 If the parties cannot resolve the grievance through the grievance procedure, upon mutual agreement the matter may be referred to a mutually acceptable mediator in a further attempt to resolve the grievance. If the matter is not resolved through direct mediation, the mediator shall provide a written report outlining their view of the matter and make recommendations for a resolution. 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 his or her suggested recommendations to the matter in dispute. All expenses and fees that may be incurred by such mediator and which are not paid by another source, shall be borne equally by the Employer and the Union. If a satisfactory resolution cannot be reached through this process, then upon request of either party the matter may then be referred to an Arbitrator selected in accordance with Article 8.

ARTICLE 8 ARBITRATION

8.01 If the Union and the Company cannot reach an agreement on an arbitrable question, upon request of either party, the grievance shall be submitted to an arbitrator. The Arbitrator herein set forth on a rotating basis:

Michael Werier
Gavin Wood
William D. Hamilton
Blair Graham

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

Arbitrators shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days of the date of their selection. If none of the above listed Arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who will appoint an Arbitrator who is willing to convene a hearing within twenty-eight (28) calendar days of their appointment.

The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearings.

8.02 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.

8.03 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.

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

8.05 In the event of the termination or discharge of an employee who has attained seniority, or in the suspension of an employee, and the matter is not resolved through the normal course of the Grievance Procedure, an Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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

8.07 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 section.

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

ARTICLE 9 WAGES

9.01 The minimum hourly rate of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement. The rates of pay provided for in Appendix "B" apply to job classifications and not to individuals. If the Company is desirous of increasing the aforementioned minimum hourly rate of pay, for any classification, everyone working in that classification shall receive the higher rate of pay. It is understood that this provision does not apply to any performance incentives.

9.02 Rates of pay for any new classification that may be established by the Company, and which comes within the scope of this Agreement, shall be the subject of negotiations, and the Company shall have the right to temporarily establish an hourly rate to be paid until the regular rate of pay for this position has been agreed upon. If the Company 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 Company 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 Company and the Union further agree that the arbitrator's decision shall be final and binding upon all parties concerned.

9.03 The Company shall provide the employees with online access to pay stubs, and make direct deposits to employees prior to the commencement of the afternoon rest period on Friday of paydays. When a deposit contains an error caused by the Company, equal to **thirteen (13)** hours wages or greater, the Company will make every effort to have the payment adjusted within forty-eight (48) hours. If the deposit contains an error of less than **thirteen (13)** hours wages, the Company will adjust the difference on the next payroll date.

ARTICLE 10 UNION REPRESENTATIVE'S VISITS

10.01 Full-time Union Representatives shall be admitted to the workrooms of the Company at all times employees of the bargaining unit are at work to confer with members of the Union regarding grievances, and to satisfy the Union Representative that the terms and provisions of this Agreement are being complied with.

 The Union Representative must notify the General Manager or Production Manager or in their absence, their designate(s) upon access.

ARTICLE 11 REPORTING ALLOWANCES, HOURS OF WORK, OVERTIME AND PREMIUM

11.01 **Reporting Allowance**

 Except as provided in paragraph 2 below, an employee, reporting for work, shall be given a minimum of four (4) hours' work, or in lieu thereof, four (4) hours' straight time pay.

 Employees who normally work ten (10) hour shifts, reporting for work, shall be given a minimum of five (5) hours' work, or in lieu thereof, five (5) hours' straight time pay.

11.02 **Hours of Work, Overtime and Guaranteed Hours**

 Normal hours of work shall not exceed ten (10) hours daily, forty (40) hours weekly. All employees are to receive two (2) consecutive days off each work week. The Company will endeavour to schedule rotating weekend work.

11.03 Employees shall be paid one and one-half (1½X) times the regular rate for all hours worked in excess of eight (8) hours per day (or ten (10) hours in the event of ten (10) hour shifts). The Company agrees to pay one and one half (1½X) times the regular hourly rate to employees for work performed on Saturday except for those workers whose schedule regularly calls for work on Saturday. The Company agrees to pay the regular hourly rate to employees and double (2X) their regular rates for work performed on Sunday except for those workers whose schedule regularly calls for work on Sunday. Employees whose regular day off in place of Sunday falls on a weekday shall be paid double (2X) the regular rate for hours worked on such day. Where an employee normally works Sunday and has two (2) working days off, the second (2nd) day shall be considered to be the day in place of Sunday.

11.04 The Company agrees to pay all employees double (2) the hourly rate for all hours worked on any of the general holidays plus the regular day's pay.

11.05 An employee who, after leaving the Company's premises is specially called in at any time outside their normal working hours, shall be paid a minimum of four (4) hours at their regular rate, provided that the overtime provisions are not applicable.

11.06 If overtime is required and requested by the Company, the Company will inform the Union Shop Steward. The Shop Steward shall encourage employees to work. At least two (2) hours' notice is required, except when an emergency shall occur in which case the Company shall be entitled to request overtime without two (2) hours' notice provided that, for the purpose hereof, an "emergency" shall be deemed to include an occurrence within two (2) hours or less, from the end of any regular shift. Clean-up time to one-half (1/2) hour beyond regular hours shall not be considered as a request for overtime.

The overtime will be offered by seniority to qualified employees of the department and then by seniority to qualified employees on a bargaining unit wide basis. The term "qualified" in this sub-article 11.06 means an employee must be able to do the job without any additional training.

Overtime shall be on a voluntary basis, unless there are not enough volunteers to cover the work required. In such cases, the Company shall have the right to assign overtime to the least senior qualified employee or employees at work on the day that the overtime is to be worked, until there are sufficient employees to cover the work required in an efficient manner.

11.07 **Evening Premium**

Any employee who is required to work on any shift where the majority of their working hours fall between 9:00 p.m. and 5:00 a.m. the following day shall be paid an evening shift premium in addition to their regular hourly rate of pay in the amount of forty (40¢) cents per hour for all hours worked on that shift.

- 11.08 (a) Evening shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.
- (b) There shall be no pyramiding of overtime or premiums provided for in this Agreement. Where both are applicable, the greater amount shall be paid.

11.09 Employees will make every effort to provide the Company with at least forty-eight (48) hours notice in advance when possible if the employee will be absent from work or may be absent for part of a work day for any reason.

ARTICLE 12 MEAL/REST PERIODS

12.01 The Company agrees to grant a rest period of fifteen (15) minutes during each four (4) hour portion of any shift, provided the working time of the shift exceeds two (2) hours. A rest period of fifteen (15) minutes shall be granted in overtime, provided the overtime shall exceed **two (2) hours**.

12.02 The Company will grant an uninterrupted, unpaid meal period of thirty (30) minutes for each shift worked, which is in excess of five (5) hours.

Said rest period will occur as much as possible at the middle of an employee's shift.

ARTICLE 13 SENIORITY

13.01 "Regular employees" shall mean those employees who have worked a total of seven hundred **and** twenty (720) hours since the last date of hire.

The probationary period for employees will consist of seven hundred **and** twenty (720) hours worked by an employee. During this probationary period employees will not have seniority, but on completion of the probationary period the seven hundred **and** twenty (720) hours worked will then be counted as part of their seniority. Thereafter seniority shall be accumulated based on length of continuous service since the employees most recent date of hire adjusted by any days of work employees missed during the probationary period. The termination of probationary employees shall not be the subject of a grievance.

No employee will be required to serve a second (2nd) or subsequent probationary period.

13.02 In case it becomes necessary to reduce the work force, the order of layoff shall be:

- (a) probationary employees providing that regular employees remaining can perform the required tasks;
- (b) regular part-time employees in the classification affected on the basis of employees' bargaining-wide seniority;
- (c) regular employees in the classification on the basis of employees' bargaining-unit wide seniority. If the affected employee has more bargaining-unit wide seniority than an employee in a classification at an equal or lower pay level, the employee may exercise bumping

rights. The employee may exercise this right to fill the position of the junior employee based on bargaining unit-wide seniority in any aforementioned classifications provided the remaining employees can perform the required tasks. An employee affected by bumping may in turn exercise rights as contained in this paragraph.

Except where caused by an emergency or by other reasons beyond the control of the Company, laid off employees shall be given three (3) days notice of their return to work date. In situations where no return date is given the law will apply.

When increasing the work force, the order of recall shall be in reverse order to that in which they were laid off, provided those to be recalled can perform the work required.

A layoff shall be a period of more than seven (7) consecutive calendar days when no work is scheduled for the employee.

13.03 Seniority records of an employee shall be accessible to the Union Stewards and a copy made available to the Union and posted on bulletin board **as per article 6.04.**

13.04 The seniority of employees shall be considered broken, all rights forfeited, and there shall be no obligation to rehire when they:

- (a) voluntarily leave the service of the Company or are dismissed for just cause;
- (b) fail to return to work within **five (5)** days after being notified to do so by registered mail at their last known address;
- (c) are absent from work for three (3) consecutive working days without notifying the Company, unless a **reason satisfactory to the company** is given by the employee, in which case the employee shall be considered to have quit voluntarily.
- (d) have been laid off for a period of twelve (12) months **or their length of seniority, whichever is less**, and/or have not reported to work within **five (5)** days of being requested to do so, or furnish reasonable excuse for not doing so.
- (e) overstay an authorized leave of absence without **a reason satisfactory to the Company.**

- (f) are absent due to accident or illness for eighteen (18) months except, if the diagnosis and/or prognosis does not allow for a reasonable return to work date given the extent of the accident or nature of the illness.

13.05 Except as otherwise provided in this Agreement, the seniority of an employee shall be bargaining unit wide.

13.06 Employees promoted to positions outside the bargaining unit shall maintain seniority for one (1) year and shall have the right to return to the bargaining unit without loss of seniority, within the one (1) year period to their former position or one with the same wage rate.

13.07 The Company will make all reasonable efforts to ensure that senior full-time employees are allowed to maximize their hours to the maximum of the basic work week as defined in sub-article 11.02 of this Agreement. If full-time employees maximize their hours or exercise their seniority to avoid a layoff they will be paid according to the pay classification of the job they will perform immediately upon accepting the hours. The following process will be followed:

- (a) If no employees in a department are required to work until the end of a shift to complete the work of that department, then the senior qualified employees in that department will be assigned available work in another department that requires additional employees to complete the work of that department.
- (b) If not all employees in a department are required to work until the end of a shift to complete the work of that department, then the senior qualified employees will continue to perform available work in that department. Those qualified employees who are not required until the completion of the shift will be assigned available work in another department that requires additional employees to complete the work of that department and shall be able to replace employees with less seniority who have been brought into that department earlier to assist in the completion of the work in that department.

The term “qualified” in this sub-article 13.07 means an employee must be able to do the job without any additional training.

13.08 Employees wishing to be cross-trained shall submit a written request of their intention to do so. When a cross-training opportunity arises, the Company will provide that opportunity to the most senior employee prior to training any junior employees.

13.09

Absence due to Accident, Sickness or Leave of Absence

Regular employees absent from work because of accident, or illness, or any other authorized absence from work, including those set out in Article 21, save and except maternity or parental leave, or Workers Compensation, shall accumulate seniority when off work for up to twelve (12) months. After twelve (12) months of absence, seniority shall be retained but shall not accumulate. Seniority shall begin to accumulate upon an employees' return to work.

ARTICLE 14 PROMOTIONS AND VACANCIES BY DEPARTMENT

14.01

Departments shall be as follows:

Dept Code	Department	New Dept Code	New Department
0011	Counting In 3	3110	Soil Dept 3
0021	Wash Aisle 2	3140	Washroom Dept 2
0031	Mats 2	3120	Plnt Dir Allied Finishing 2
0041	Flat Iron 3	3190	Plnt Dir Ironer 3
0045	Folding 3	3130	Fold 3
0051	Garment Finishing 3	3160	Plnt Dir Folding Garments 3
0061	Shipping (Garment Bundling) 3	3280	Plnt InDir Bundle Labor 3
0071	Mending 3	3150	Mending 3
0111	Stockroom 3 (Shipper/receiver 2, posted separately)	3250	Plnt Dir Stockroom Operations 3 (Shipper/receiver 2, posted separately same DPT name as above)
0121	Loader/Unloader 3	3270	Plnt InDir Plant Indirect Other 3

14.02

In filling vacancies and in making promotions the Company shall consider the following factors:

- (a) **skill and** ability to perform the work
- (b) where **skill and** ability of employees is relatively equal, seniority shall govern.

14.03

It is agreed that job openings shall be posted and the Company shall give preference to existing employees.

14.04 When a job vacancy occurs or a new position is created, notice shall be posted within seven (7) calendar days on the appropriate bulletin board for period of seven (7) calendar days. The notice shall set out the present tasks required, classification, department and primary position, if any. The job shall be awarded in accordance with sub-article 14.02 of the Collective Agreement.

14.05 The Shop Steward will be notified of the successful applicant, and the Union office will be notified by letter, fax or email.

14.06 Only the first (1st) vacancy will be posted. Any further resulting vacancy shall be filled in a manner deemed appropriate by the Company.

ARTICLE 15 GENERAL HOLIDAYS

15.01 Employees will be paid one (1) normal day's pay without work for the following general holidays:

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
Canada Day	Terry Fox Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

In addition to the above holidays, a day that is proclaimed by the provincial government to be a general holiday shall be observed as a holiday with pay.

Any work performed on general holidays shall be paid for at double (2) the regular rate plus the general holiday pay to which the employee may be entitled.

15.02 Absence: General Holidays

Employees absent for all or part of the regularly scheduled work-days next preceding or next following any general holiday shall not be entitled to pay for such holiday unless the absentee received permission in advance of that day from the Company to be absent or was absent because of sickness as certified in writing by a qualified medical practitioner, or for other good cause satisfactory to the Company. A shortage of work for part of a day shall not nullify an employee's right to receive general holiday pay.

The Company agrees to pay an employee who would otherwise qualify for holiday pay, but who is receiving sick pay or Workers Compensation, the difference between sick pay and Workers Compensation as the case may be. Payment for Workers Compensation will be made following the employee's return to work.

15.03 Employees should assume they will be working an eight (8) hour shift following the scheduled start time on both Christmas Eve and New Year's Eve. The Company will advise employees if their shift will end earlier than scheduled.

ARTICLE 16 VACATIONS

16.01 Vacations will be based on an employee's service in each vacation year which shall be defined as a period from January 1st of one year to December 31st of the same year as set out below:

- (a) Employees who have less than one (1) full year of service within the vacation year shall receive vacation pay calculated at the rate of four (4%) percent of their earnings with the Company for the period of their employment during the preceding twelve (12) months.
- (b) Employees who have completed one (1) full year or more of continual service within the vacation year are entitled to two (2) weeks' vacation with pay calculated at the rate of four (4%) percent of their earnings with the Company.
- (c) Employees who have completed four (4) full years of service within the vacation year, will receive three (3) weeks' vacation with pay calculated at the rate of six (6%) percent of their earnings with the Company.
- (d) Employees who have completed ten (10) full years of service within the vacation year, will receive four (4) weeks' vacation with pay calculated at the rate of eight (8%) percent of their earnings with the Company.
- (e) Employees who have completed seventeen (17) full years of service within the vacation year, will receive (5) weeks' vacation with pay calculated at the rate of ten (10%) percent of their earnings with the Company.
- (f) Employees hired after October 25, 2016, who have completed twenty (20) full years of service within the vacation year, will receive (5) weeks' vacation with pay calculated at the rate of ten (10%) percent of their earnings with the Company.
- (g) Vacations earned in the current vacation year will be taken in the following twelve (12) month period.

(h) **The definition of “earnings” shall exclude overtime and vacation pay.**

16.02 Any employee whose employment with the Company is terminated voluntarily or otherwise, shall receive vacation pay as per their entitlement under sub-article 16.01.

16.03 **Vacation Scheduling**

Vacations may be granted by the Company any time subject to the demands of business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees of each department shall be given preference. Employees eligible for vacation shall be notified of vacation periods as far in advance as possible.

The Company shall post a list of the employees' number of weeks of vacation entitlement by January 15th of each year to enable employees to write in their preferred vacation time. Vacation lists will be taken down by February 15th of each year and a completed vacation schedule will be posted by March 1st. Employees who do not request a preferred vacation time prior to February 15th will have their subsequent vacation requests considered by the Company when they are received but these requests shall not affect other employees' vacation times on the posted vacation schedule.

16.04 All employees shall take their vacation in the vacation season in which they become eligible for vacation. Vacation shall not be accumulated from year to year.

16.05 If a paid general holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay, or make payment. If the Company makes payment they will grant another day off in lieu without pay, if the employee so requests.

16.06 **Part-time Vacation Pay**

Part-time employees shall receive vacation pay at the applicable percentage rate, such rate to be consistent with the percentages of vacation pay that are given to full-time employees and shall be paid on the last pay day before the actual vacation is taken, on each paycheck.

16.07 Upon written request, the Company shall grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlement.

ARTICLE 17 BULLETIN BOARDS/SHOP STEWARDS BADGES

17.01 The Company will provide space for bulletin boards in mutually satisfactory locations throughout the plant for the convenience of the Union in posting notices of Union activities. Said bulletin boards will be provided by the Union, at the Union's expense and will contain glass cover and key. All notices must be submitted to management for approval before posting, with the exception of notices to the members of Union meetings.

ARTICLE 18 CLOTHING/SHOE ALLOWANCE

18.01 Work uniforms, rubber footwear, aprons and headgear specified by the Company as required for work in the plant shall be supplied to each employee. Such clothing remains the property of the Company and shall not be removed from the Company's premises, and must be returned for a new issue or upon separation of the employee. The above articles not returned when worn out or upon separation will be paid for by the employee.

18.02 The Company will provide all required specialized (safety) garments and footwear and the ownership of these items will remain with the Company.

18.03 Effective January 1, 2020, employees whom are required to wear Company approved protective footwear will be reimbursed up to a maximum of one hundred and twenty five (\$125) dollars every two (2) calendar years. Employees will be required to provide proof of purchase as well as the footwear to receive reimbursement.

ARTICLE 19 HEALTH AND SAFETY

19.01 The Company will make reasonable provisions for the Health and Safety of employees during working hours. A Health and Safety Committee consisting of up to four (4) representatives of the Company and up to four (4) representatives appointed by the Union shall meet once a month, or less often by mutual agreement.

Minutes of such meeting shall be taken and posted in the workplace and copies shall be sent electronically by the Company to the Union within fourteen (14) calendar days of completion of the meeting.

19.02 First aid, adequate lockers and locker rooms will be supplied.

19.03 Each Union member of the Health and Safety Committee will receive paid education leave **as required by provincial legislation** with the nature of the course(s) to be determined by mutual agreement between the Union and the Company.

19.04 **Right to Refuse**

In situations where employees have reasonable grounds to believe and does believe that the particular work is dangerous to their safety or health the employee shall first report their concerns to their immediate supervisor and member of the Health and Safety Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to safety or health the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Company's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative duties that may be available within the plant but shall be paid at the same wage rate as their regularly assigned duty. Payment for the above noted time period will not be made if the employee refuses to perform alternative duties.

ARTICLE 20 HARASSMENT/ABUSE

20.01 The Company and the Union agree that no form of harassment or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving harassment or abuse shall be treated in strict confidence by both the Company and the Union. Any employee who believes that they are being harassed or abused shall report this to their immediate supervisor and/or full-time Union Representative. The right to refuse to work under these circumstances may be exercised by the employee, until such time as the harassment or abuse is resolved to the mutual satisfaction of the employee concerned, the Company and the Union. The employee shall suffer no loss of pay and benefits while exercising their right to refuse to work under such circumstances, and in addition, may lay charges against the harasser or abuser. The Company shall support the employee in any such action that is taken.

20.02 The Company's no harassment policy will be as contained in Appendix "C" of this Agreement and will be posted on the Union's bulletin board.

ARTICLE 21 AUTHORIZED ABSENCE FROM WORK

21.01 **Bereavement**

- (a) When a death occurs in the employee's immediate family they shall receive up to a maximum of five (5) consecutive scheduled work days off, three (3) with pay at their regular rate of pay, and if requested, two (2) unpaid scheduled work days to be taken at the time of the funeral/memorial service. For the purpose of this clause, an immediate family member shall be one of the following: spouse (including common law spouse of the same or opposite sex), daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, de facto parent or child, grandmother, grandfather, grandchild, fiancé(e), sister-in-law, brother-in-law, son-in-law or daughter-in-law, stepparents, stepchildren, step-grandparents, step-grandchildren, or stepsiblings.

- (b) The Company agrees to grant one (1) day off with pay to an employee who acts as a pallbearer at a funeral. For the purpose of clarity, this provision does not apply to an employee who already qualifies for bereavement leave.

- (c) In the event of death in the employee's immediate family as defined above, and where such funeral occurs outside a three hundred (300) kilometre radius of Winnipeg, and the employee attends the funeral, the employee will be entitled to a leave of absence with pay of an additional two (2) days duration. The Employee will also be entitled to a leave of absence without pay of up to four (4) weeks' duration. In addition, employees will be entitled to take any unused vacation with pay should the employee so choose.

- (d) In the event of a death in the employee's immediate family as defined above, during the employee's approved vacation leave, the employee may replace the length of the bereavement they would be entitled to into their vacation bank for use at a later time.

- (e) The employee may be required to furnish verification of the death.

21.02 **Jury Duty/Witness Fees**

When employees are called by the appropriate authorities for jury duty, or subpoenaed to act as a witness, or is called as a witness by the Company or Crown, and must as a result lose time from work, the Company agrees to pay such employees the difference between any fee received for such jury duty and/or witness

fees and the employees' straight time basic rate, excluding shift or other premium, for the scheduled hours they otherwise would have worked.

21.03

Leave of Absence

- (a) When employees' personal affairs make it desirable for them to be relieved of their duties with the Company, leave of absence without pay may be granted for good and sufficient reasons. However, application in writing with a duplicate copy of same must be submitted to the Company if such leave of absence is requested for more than one (1) working week. If less than one (1) working week, application will be made through the operational supervisor of the employee's department to Production Management. Leave of absence will not be granted for the purpose of allowing employees to take another position temporarily, or to try out new work, or to venture into business for themselves.

Leave of absence, if granted, will not exceed three (3) months, but may be extended after that period if justified. A copy of application for leave of absence will be given to the Union by the Company with notice whether leave of absence has or has not been granted, and reasons for same outlined. Failure of the employee concerned to comply with the above requirements may result in loss of seniority.

- (b) Union business for Local No. 832 will be considered a good cause for leave of absence, and such leave of absence shall be granted by the Company as long as it does not interfere with the normal operations of the plant and after the Company has been given adequate advance notice. The Company agrees to notify the Shop Steward of the Union when extended leave of absence is granted to an employee. This does not apply when leave of absence is granted for anything up to a period of one week, which shall be granted upon reasonable notification by the Union to the Company.
- (c) Any employees elected or appointed to a full-time position with the Union shall upon one (1) week's notice, be granted leave of absence without pay, for a period not to exceed one (1) year (renewable from year to year), and upon four (4) weeks' notice of their desire to return to work with the Company, shall be placed in the position previously held, or one at an equal rate of pay, retaining the seniority possessed at the time such leave of absence was granted. This privilege shall be limited to one (1) employee.

Negotiation Leave

- (d) No employee shall suffer a loss of pay while taking part in collective bargaining. This shall apply to no more than two (2) employees.

21.04

Maternity Leave

Upon completion of **at least seven (7) consecutive months employment** a female employee shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

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

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

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees, not to exceed the period of maternity leave only.

21.05

Parental Leave

(A) **Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child,
 - (ii) or assumes actual care and custody of a newborn child, or

(iii) adopts a child under the law of a province; and

(iv) the employee has been employed by the employer for at least seven (7) consecutive months.

(b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63) weeks**.

(B) Commencement of Leave

Parental leave must commence no later than the first **(1st)** anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when parental leave is to commence.

(C) Late Application for Parental Leave

When an application for parental leave under sub-section (A) above is not made in accordance with sub-section (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this section for the full thirty-seven (37) week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this **Article** shall be reinstated in the position occupied at the time such leave commenced, or reinstated to a job of equal pay with the same or similar responsibilities. To be reinstated the employee must notify the Company in writing four (4) weeks prior to their return.

(E) E.I. Benefits

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

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

21.06 **Child Bearing Support Leave**

An employee who does not physically give birth to the child will be entitled two (2) days without pay within ten (10) calendar days following the birth of the employees' child.

21.07 Subject to sub-article 13.09, seniority shall continue to accrue during all paid and unpaid authorized leaves of absence.

21.08 In the event the length of allowable time off for maternity and/or parental leave is extended in provincial legislation, the length of allowable time off in this Agreement will be deemed to have been amended accordingly.

21.09 **Compassionate Leave**

- (a) Compassionate Care leave will be in accordance with the Manitoba *Employments Standards Code* and related regulations.
- (b) Where an employee has taken Compassionate Care leave to attend to a critically ill family member and that individual dies, the Compassionate Care leave would cease immediately and the employee would be eligible for bereavement leave as per sub-article 21.01 of the Collective Agreement.

21.10 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Compassionate Care Leave, Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

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

ARTICLE 22 STRIKES & LOCKOUTS

22.01 Slowdowns or Interruptions of Production

It is agreed that the Union will not, during the terms of this Agreement, authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plant or premises nor will employees take part in any such actions.

22.02 Strikes or Lockouts During Life of Agreement

It is agreed that the Union will not, during the life of this Agreement, authorize, promote, direct, condone or encourage a strike of employees affected by this agreement nor will employees take part in such action. It is agreed that the Company will not, during the life of this Agreement lock out employees.

ARTICLE 23 MISCELLANEOUS

23.01 The Company and the Union shall not discriminate against any employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex (including pregnancy), marital or parental status, religions, nationality, ancestry or place of origin, union membership or activity, family relationships, place of residence, political affiliation or activities, or sexual orientation, except to the extent permitted by law as a bona fide occupational requirement but does not extend to failure of the Company to reasonably accommodate the employee.

23.02 No employee shall be asked to enter into any written or verbal agreement which may be contrary to this Agreement.

23.03 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.

23.04 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.

23.05 As a general rule, upon return from any of the leaves outlined in Article 21 or any absence related to Weekly Disability Benefits, the Company will endeavour to place the employee in the position within their classification occupied at the time such leave commenced, if it still exists. If the position within their classification no longer exists they shall be placed into a position of equal pay with the same or similar responsibilities. If the employee is not to be placed in their previous position, the **Company** shall meet with the Union to explain the reasons why.

ARTICLE 24 SHOP STEWARDS

24.01 The Company agrees to recognize all Union Shop Stewards appointed and/or elected by the Union to a maximum of four (4) Shop Stewards to represent employees in the bargaining unit. The Company further recognizes the right of the Shop Steward to oversee the terms of the Collective Bargaining Agreement being implemented and to present complaints and/or grievances to management.

24.02 Shop Stewards shall be allowed reasonable time off with pay, during regular working hours, for the purposes of investigating any grievances or potential grievances or for speaking to the Union Representative, providing permission has been specifically granted by their immediate supervisor and providing such activity will not unreasonably encumber the Company's ability to meet its service schedule.

24.03 The Company shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

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

24.05 The Union shall keep the Company advised of the names of the Shop Stewards.

ARTICLE 25 TRANSFERS

25.01 Permanent Transfer

If any employees are transferred permanently to work where the job rate is higher, they shall receive the higher rate when they become qualified, and/or they have worked a minimum of ten (10) weeks. If any employees are permanently transferred to work where the job rate is lower, such lower rate shall start after ten (10) weeks, including layoff, after the date of such transfer.

ARTICLE 26 DISCIPLINE

26.01 If following the Company's investigation of a potential disciplinary situation the Company determines disciplinary action may be required, all employees will be entitled, prior to the imposition of any form of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action. All employees shall be accompanied by their Shop Steward during said meeting. The date, time and location of this meeting shall be arranged for by mutual agreement between the Company and the Union, and will happen as quickly as possible. The Union Representative will be notified of such meeting and will attend, where possible.

26.02 The affected employee, the Shop Steward and the Union shall be given a copy of any disciplinary or discharge notice which is to be entered on the employee's personnel file. In all cases of discipline or discharge the Company shall notify the affected employee, the Shop Steward and Union in writing of the exact reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee and the Shop Steward immediately and a copy of the discipline or discharge shall be delivered to the Union office within five (5) calendar days of the event, should the Union Representative not be present at the meeting.

26.03 The Company shall remove all written disciplinary notices from the employee's personnel file after fifteen (15) calendar months provided there have not been any further incidents of discipline during this fifteen (15) month period. The Company shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of fifteen (15) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

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

The Company shall keep only one (1) personnel file per employee.

ARTICLE 27 SEVERANCE PAY

27.01 If the Company deems it necessary to close the plant or any department of the plant resulting in the permanent termination of service of employees therein, minimum notice of three (3) months shall be given to affected employees then on the payroll. The guaranteed payment as set out in Article 28 shall apply during the period of notice. A list of employees affected by the closure will be given to the Union concurrent with the issuance of notice. Departments are defined as those listed in sub-article 14.01.

27.02 Such employees whose service is permanently terminated because of such closure shall receive severance pay based on the rate of one (1) week's regular earnings for every year of continual service or portion thereof.

27.03 No such payments will be made to:

- (a) An employee with less than one (1) year's seniority.
- (b) An employee granted retirement on pension.
- (c) An employee discharged for cause within the period of notice.
- (d) An employee who has been on layoff for twelve (12) months or more.

27.04 When employees receive severance pay, all their rights and privileges including seniority cease excepting their option rights under the Pension and Life Insurance Plan and the Sickness and Accident Plan in respect to termination of service.

ARTICLE 28 GUARANTEE OF 32 HOURS PER WEEK

28.01 Whereas both the Company and the Union recognize the desirability of maintaining a minimum work week for full time employees, and both parties also recognize the periodic fluctuations in business volume inherent in the type of business carried on by the Company, the Company undertakes to staff its plant so as to maintain (as closely as possible) a work week of no fewer than thirty-two (32) hours. The Company will consider that this undertaking is binding with regard to full time employees only. Both parties understand that in order to achieve the desired distribution of work, layoff of "excess" staff will be necessary during periods of low business volume. The Company reserves the right not to make any such staffing adjustments during periods of short duration (such as the Christmas - New Year period) which logically may be considered as minor business fluctuations. Any necessary layoffs and/or call-backs will be according to the seniority provisions of the contract, unless in consultation with the Union, alternative arrangements are agreed to.

28.02 No new employees will be hired by the Company as 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.

ARTICLE 29 APPENDICES AND LETTERS OF UNDERSTANDING

29.01 All appendices and Letters of Understanding as attached to this Agreement shall form an integral part of this Collective Agreement.

ARTICLE 30 COURT'S DECISION

30.01 In the event that any sections or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 31 LABOUR/MANAGEMENT RELATIONS

31.01 A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives from the Company. The full-time Union Representative may also attend these meetings from time to time. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Company. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

31.02 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, upon request. 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 32 DURATION OF AGREEMENT

32.01 This Agreement shall be in full force and effect from March 1, 2019 until February 28, 2023 and thereafter from year to year, unless either party gives notice in writing of termination or amendment not more than ninety (90) days and not less than thirty (30) days prior to the expiration.

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

This Appendix provides a summary of the principle features of benefit plans for regular employees of the Company. With the exception of the Pension Plan, to be eligible for coverage under these plans, all new employees must have successfully completed six (6) months of employment.

A-1 Weekly Disability Benefits

A-1.01 Eligible employees will be provided with 66 2/3% of basic weekly earnings to the maximum of EI disability benefits for a maximum of seventeen (17) weeks during any one period of disability. Benefits will commence on the first day of disability due to injury and on the fourth day of disability due to disease or illness. The Company will pay 100% of the cost of this benefit.

Benefit Schedule - After the waiting period the first seventeen (17) weeks are payable by the Weekly Disability Benefits and the next fifteen (15) weeks of eligibility by E.I.

A-1.02 The terms of the Weekly Indemnity Plan will be as set out in a group policy. Employees will be provided with a summary of the benefits and conditions of the Plan.

A-1.03 The Plan text shall be made available to the Union upon request.

A-2 Life Insurance

A-2.01 Eligible employees will be covered for thirty-five thousand (\$35,000.00) dollars.

The Company will pay one-hundred (100%) percent of the cost of this benefit.

A-3 Dental Plan

A-3.01 The Company shall provide a dental plan for all employees having six (6) months employment and their dependants.

A-3.02 The plan coverage will be based on Blue Cross Basic Services (100%) and Major Services (50%) for eligible expenses at the prevailing fee schedule. The annual deductible amount shall be twenty-five (\$25.00) dollars for single employees and fifty (\$50.00) dollars for employees with dependants. Maximum annual expenses shall be two thousand (\$2,000.00) dollars per family member.

A-3.03 The Company shall pay all premium costs for this Plan.

A-3.04 The Dental Plan will provide an additional benefit of sixty (60%) per cent coverage for orthodontic services. Maximum lifetime expenses for Orthodontics shall be one thousand and five hundred (\$1,500.00) dollars per family member.

A-4 Vision Care

A-4.01 The Company shall provide **two hundred and fifty (\$250.00)** dollars every twenty-four (24) months for employees and their dependants for the purchase of prescription lenses, frames, contacts, and laser surgery. The cost of an eye exam once every twenty-four (24) months shall be included in this coverage.

A-4.02 The Company shall pay all premium costs for this Plan.

A-5 Major Medical/Extended Health

A-5.01 The Company shall provide to employees with six (6) months employment and their dependants a plan covering prescription drugs, ambulance and semi-private hospital care.

Prescription drug costs will be covered by way of a credit-type card being provided to each employee to be used at point of sale.

A-5.02 The Company shall pay all premium costs for this Plan.

A-6 Pension Plan and RRSP

A-6.01 The Company agrees to contribute fifteen (15¢) cents per hour into the Canadian Commercial Workers Industry Pension Plan (CCWIPP) for all straight time hours, paid vacation hours and general holiday pay hours worked for all bargaining unit employees.

A-6.02 The Company will contribute payment to a Registered Retirement Savings Plan (RRSP) chosen by the Union in the amount of sixty-five (65¢) cents for all employees in the bargaining unit, for all straight time hours, paid vacation hours, and general holiday pay hours. **Effective March 1, 2021, the RRSP shall increase to seventy (70¢) cents.**

The employees will have the option to contribute on a voluntary basis through a payroll deduction administered by the Company. The Union acknowledges that the Company shall have no responsibility for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the Union.

Employees who are legally ineligible for an RRSP, due to being seventy-one (71) years of age and older, shall have the same amount of contributions as noted above added to their hourly wage.

A-6.03 The Company agrees to sign a "Participation Agreement" as provided by the Board of Trustees and supply any other documents, forms, reports or information required by the Trustees of the Pension Plan and the RRSP. The Company further agrees to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-6.03 Contributions, along with a list of the employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked and/or paid shall be forwarded to the Plan by the Company within twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company shall pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

APPENDIX "B"

WAGES

B-1 Hourly Rates of Pay

		Current	March 1, 2019	March 1, 2020	March 1, 2021	March 1, 2022
Classification			2.25%	2.25%	2.50%	2.75%
Wage Band 1						
	Start	14.94	15.28	15.62	16.01	16.45
	after 90 working days	15.56	15.91	16.27	16.67	17.13
	after 6 months	16.12	16.48	16.85	17.27	17.75
	after 12 months	16.46	16.83	17.21	17.64	18.12
Wage Band 2						
	Start	14.25	14.57	14.90	15.27	15.69
	after 90 working days	14.87	15.20	15.55	15.94	16.37
	after 6 months	15.42	15.77	16.12	16.52	16.98
	after 12 months	15.71	16.06	16.42	16.84	17.30
Wage Band 3						
	Start	13.66	13.97	14.28	14.64	15.04
	after 90 working days	14.26	14.58	14.91	15.28	15.70
	after 6 months	14.81	15.14	15.48	15.87	16.31
	after 12 months	15.07	15.41	15.76	16.15	16.59

B-2 Retroactive Pay

All employees in the bargaining unit shall receive full retroactive pay on all hours worked and/or paid to March 1st, 2019, as applicable to employees who remain employed as of **the date of ratification**. Such retroactive payment shall be paid to employees within thirty (30) calendar days from the date of Union ratification.

B-3 Department Heads (Lead Hands) shall receive **fifty (\$50)** cents per hour above job rate.

B-4 When an employee is required temporarily to fill a higher rated job for a period of three (3) or more continuous hours in the same day, they shall receive the higher rate for all hours worked on that job, but if required temporarily to fill a lower rated job they shall receive their regular rate.

B-5 Overscale

(a) Rodelio Dabu will continue to have an overscale differential recognized in the amount of twenty-five (25¢) cents per hour above the job rate applying to his rate of pay regardless of his classification or position.

(b) During the life of this agreement, Angel Balmares will continue to receive the overscale differential recognized in the amount of thirty-five (35¢) cents per hour above the job rate applying to his rate of pay so long as he remains in that job.

B-5.02 Any employee who is overscaled by the Company during the life of this Agreement will remain overscaled while they remain in that job. All overscale employees shall receive hourly increases on all increment levels.

APPENDIX "C"

CANADIAN LINEN AND UNIFORM SERVICE INC.

HARASSMENT/ABUSE POLICY

POLICY

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

The purpose of this policy is to:

- (a) foster a positive work environment;
- (b) promote awareness of each person's responsibility to treat others with dignity and respect in the workplace by refraining from behaviour that constitutes harassment;
- (c) prevent harassment from occurring, stop it where it has occurred, and ensure that it does not occur again;
- (d) provide a special procedure for resolving harassment complaints; and
- (e) inform employees of their rights and responsibilities under this procedure.

DEFINITIONS

- (a) Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual.
- (b) Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for an offense for which a pardon has been granted.
- (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of

incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by the individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- (d) Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one (1) individual to the disadvantage of another. It should be noted, however, that this does not restrict the authority of those charged with managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions.

EMPLOYEE RIGHTS

The Company's policy recognizes the right of employees:

- (a) to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisal;
- (b) to be represented and accompanied by a person of their choice during the interviews related to their complaint;
- (c) to be kept informed throughout the process.

COMPANY RESPONSIBILITIES

The Company's policy with respect to employee responsibilities provides for employees:

- (a) to make known, if possible, their disapproval or unease to the offending individual immediately;
- (b) if the harassment does not stop, to consider speaking to their supervisor or their supervisor's supervisor;
- (c) to seek assistance immediately from the Company and the Union if the above measures are not successful or circumstances make it difficult to take these measures;

- (d) if lodging a complaint, to describe in writing as clearly as possible the nature of the harassment, providing sufficient detail and description of the particulars to enable an investigation to be conducted; and
- (e) to cooperate with all those responsible for dealing with the investigation of the complaint.

RIGHTS AND RESPONSIBILITIES OF PERSON COMPLAINED AGAINST

The person against whom a complaint has been lodged is entitled:

- (a) to be informed immediately that a complaint has been filed;
- (b) to be presented with a written statement of allegations and to be afforded the opportunity to respond to them;
- (c) to be represented and accompanied by a co-worker and/or full-time Union Representative during the interviews related to the complaint;
- (d) to receive fair treatment in an environment free of harassment and discrimination; and
- (e) to be kept informed throughout the process.

CORRECTIVE MEASURES

Where harassment has occurred corrective measures shall include:

- (a) disciplinary action against the harasser;
- (b) counselling, training and close supervision of the harasser;
- (c) employee assistance services for the harassee or the harasser or both;
- (d) awareness sessions, training or counselling for supervisors and/or other employees;
- (e) disciplinary action against or performance counselling of a supervisor or manager who was aware of but failed to act on the harassment; and
- (f) other such measures as may be needed to establish or re-establish a positive, productive work environment, or to correct knowledge, attitudinal or systemic deficiencies which have hindered the development of such an environment.

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 **Canadian Linen and Uniform Services Co.** contain the following statements: “The Company agrees to retain in its employ within the bargaining unit as outlined in Article 2 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.” “The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to employees their responsibility in regard to the payment of Union dues and initiation fees. The Company agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee.”

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

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

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS 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 requested only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS	EMPLOYER NO./LOCATION		DEPARTMENT/NO.		
COMPANY NAME		EMPLOYER NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	
				PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>
I hereby declare that the information provided in this application for membership is true and correct. I agree that all monies paid by me shall be forfeited and I will not be eligible for a refund. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union 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		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						