

CARBERRY DISTRIBUTION CENTRE

FROM: October 1, 2017
TO: September 30, 2021

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



CARBERRY DISTRIBUTION CENTRE

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EXPIRY: September 30, 2021

AGREEMENT BETWEEN:

**3269907 LTD., Carberry,
Manitoba**, hereinafter called 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".

PREAMBLE

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognizing further that a relationship of goodwill and mutual respect between the Company and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement:

ARTICLE 1 DEFINITIONS

1.01 The use of the masculine gender in this Agreement shall be deemed to include the feminine, as the sense of the clause dictates.

1.02 In this Agreement when the plural is used it shall also mean the singular, wherever applicable.

1.03 In this Agreement when the word "spouse" is used it may mean a person of the same or opposite sex, dependant on provincial legislative requirements.

1.04 A full-time employee is one who works an average of forty (40) hours per week for sixteen (16) consecutive weeks.

1.05 A part-time employee is one who works less than an average of forty (40) hours per week.

ARTICLE 2 GENERAL PURPOSE

2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wages, and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time arise; to promote mutual interests of the Company and its employees' and to provide for the operation of the Company's centre at Carberry, Manitoba under methods which will serve the interests of McCain Foods (Canada) as well as those of the Company and its employees.

2.02 Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union and the Company agree to cooperate at all times:

- (a) to maintain and improve quality of service;
- (b) to avoid waste of products, materials, time or resources;
- (c) to assist in keeping the Company property clean and tidy;
- (d) to conserve and protect machinery, equipment and property;
- (e) to be responsible in the occupancy and use of the property of McCain Foods (Canada) that is required to be occupied and used by the Company and its employees.

2.03 It is recognized by this Agreement to be the responsibility of the Company and its employees to cooperate fully, individually and collectively, for the promotion of the aforesaid conditions.

ARTICLE 3 RECOGNITION

3.01 The Union shall be the sole and exclusive bargaining agency for all employees of the Company at Carberry, Manitoba, excluding office staff, one (1) supervisor per shift, managers, those above the rank of manager, and those excluded by the Act.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Management of the plant and the direction of the working force, including the right to hire, suspend, transfer, discharge employees for violation of reasonable Company rules or other just causes, and to lay off employees because of lack of work or for other legitimate reasons is vested exclusively in the Company, provided, however, that the Company shall not discriminate against any employees or

applicant for employment because of membership in or lawful activity on behalf of the Union. This provision shall not be construed to limit management in any way in the exercise of their regular and customary functions and this Article shall be applied in accordance with the other terms and conditions as provided by this Agreement.

4.02 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 UNION SECURITY

5.01 It shall be a condition of employment for all employees to become members of the Union within thirty (30) days from date of hiring.

5.02 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 seven (7) calendar days following the end of the month and shall be accompanied by a monthly written statement, in duplicate, 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 monthly cheque, with the names of employees and name changes of employees.

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.

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

5.04 The Company will have new employees sign the necessary Union membership application, and membership in the Union shall be granted within the above thirty (30) day period. However, all employees will be covered by the Collective Agreement beginning the first day of work, except as specifically indicated elsewhere in this Agreement.

ARTICLE 6 CONTRACTING OUT AND WORK OF SUPERVISORS

6.01 The Company will not contract out bargaining unit work customarily done by employees.

6.02 Employees excluded from the bargaining unit, are not to be assigned regular jobs within the bargaining unit except in cases of emergency, inventory or for training purposes.

One (1) working supervisor per shift may perform bargaining unit work of three (3) hours or less. For work expected to be greater than three (3) hours in a shift the supervisor may only perform the work if all current and laid off employees have refused to do the work. The three (3) hours will not include relieving scheduled employees for breaks or meal periods. The Company commits to make all reasonable attempts to ensure there are always two (2) bargaining unit members at work while the production lines are operating.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.01 An average of forty (40) hours shall constitute a normal work week for employees who are not on layoff. The work week shall not be considered as a guarantee on the part of the Company, but is the amount the Company will endeavour to provide to employees.

Time and one-half (1½) of an employee's straight time hourly rate of pay shall be paid for all hours worked over eight (8) hours daily or forty (40) hours weekly, whichever is the greater, but not both. The work week will be Sunday through Saturday.

No employee will be compelled to work on Christmas Day and New Year's Day.

7.02 Any employee who works seven (7) consecutive calendar days where there has not been a twenty-four hour rest period shall be paid two times (2x) the employee's regular rate of pay for all hours worked on the seventh (7th) consecutive day and any consecutive days following.

7.03 Any employee reporting for work at the direction of the Company shall be offered a minimum of four (4) hours of work. If the work is not provided, then the employee will be paid four (4) hours straight time.

Overtime of less than four (4) hours before or after a shift shall not be considered as a consecutive day, however, employees called-in as per Article 7.07 shall have that shift counted as a consecutive day.

7.04 Employee work schedules shall be posted designating an employee's scheduled time off work. Any employee who is assigned to work on a scheduled day off shall receive one and one-half (1½) times their straight time hourly rate for the hours worked, provided that the employee fully completes their scheduled hours that same week. Absence due to disability, confirmed by an acceptable medical certificate shall be considered as time worked. An employee shall be allowed to return to work for the balance of their weekly schedule following the provision of an acceptable medical certificate. The Company will endeavor to maintain the posted schedule, and an employee shall only be reassigned or rescheduled due to an unforeseen circumstance or emergency. Nothing in this paragraph shall be applied to avoid the payment of overtime or premium pays as outlined anywhere else in this Agreement. Wherever reasonably possible, changes shall not be made to the posted schedule later than Thursday noon for the following week.

Notwithstanding the paragraph above, no employee who has been called in for an emergency to work outside of their regularly scheduled hours will be compelled to work beyond twelve (12) hours (or less if approved by the Supervisor) in the day. Such employee, will however, be paid overtime for all time worked outside their regularly scheduled hours.

7.05 There shall be no pyramiding of overtime and premium pay for such days as holidays, a seventh (7th) consecutive day worked in any one work week, or for work on scheduled days off. In the event that either overtime or the premium pay provisions could be applied to the same hours worked, only the greater shall apply. This clause is not intended to exclude premium payment for hours of work in accordance with Articles 7 and 8 but rather, to ensure no compounding of those premiums during overtime hours.

7.06 Any employees who are recalled to work after completing their shift for the day and having left the plant shall be paid time and one-half (1½) for the actual hours worked or four (4) hours at straight time pay, whichever is the greater.

7.07 Employees may make friendly agreements to exchange shifts one with the other subject to approval from supervisors in charge of the shifts. The request must be presented in writing. In no instance will an employee be permitted to work more than sixteen (16) consecutive hours under this agreement nor will such arrangement result in the payment of overtime.

Whenever there is a permanent vacancy or a major schedule change, employees will have the opportunity to bid on their choice of available shift by seniority.

- 7.08
- (a) Employees are expected to work a reasonable amount of overtime.
 - (b) In situations where overtime is required in the form of an extension of the regular shift, first opportunity to work the overtime will be provided to employees who normally perform the work where the overtime is required and provided further that the employee is actually at work. Thereafter, the overtime will be offered in descending order of seniority to qualified employees who are present when the overtime is required.
 - (c) When overtime is scheduled in the form of an additional shift for employees, the same procedure as defined in Section (b) above shall apply.
 - (d) When a sufficient number of volunteers cannot be found to perform the work, such overtime shall become mandatory for the junior employee qualified to perform the work.
 - (e) Employees are not permitted to work seven (7) consecutive days within a work week when other qualified employees are available and qualified to perform the work and/or without the exclusive permission of the Company.

Notwithstanding Article 6.02, non-bargaining unit employees will not be allowed to do any work which is normally performed by members of the bargaining unit.

7.09 **Overtime Banking**

In addition to the above, the following conditions and procedures shall govern the "banking" of overtime.

1. That the employee advises their supervisor that they wish to "bank" their overtime at the time of overtime assignment and that such election is irrevocable. The time eligible for banking shall be the actual work hours in excess of those representing a "full" normal work week (40 hours except in the case of compressed work week). Authorized leaves including those for illness or injury shall be regarded as hours actually worked for this purpose. The employee must bank all (both straight and premium payment portions) overtime earned on a particular shift with the additional condition that overtime on a given shift must exceed one (1) hour to be eligible for banking.

2. "Banked" overtime may be scheduled as time off in accordance with the following provisions:
 - (a) That one (1) week notice be given in advance of taking time off in lieu of overtime payment and that the scheduling of time off be approved by the Company. The Company may at its discretion waive the one (1) week notice requirement if no replacement is required for the employee.
 - (b) That time off in lieu of overtime may only be taken in full work week periods unless replacement is not required in the opinion of the employee's supervisor or other Company management.
 - (c) That the scheduling of time off in lieu will not give rise to overtime expense for replacement.
 - (d) Other employees' scheduled vacation time will be given priority over banked overtime.
3. That time off in lieu of overtime is not considered work time for purposes of seniority retention, benefit extension, and other such provisions of the Collective Agreement.
4. Unused "banked" overtime will be paid to the employee at the end of the calendar year.
5. Pay for "banked" overtime will be at the rate in effect at the time the overtime was banked.

7.10 The Company shall post a sheet for employees who wish to work overtime to sign. Employees may sign or remove their name at anytime.

ARTICLE 8 MEAL AND REST PERIODS

8.01 All employees working eight (8) hour shifts, shall have two (2) fifteen (15) minute rest periods and will receive a twenty (20) minute meal period with pay. All employees working twelve (12) hour shifts, will receive three (3) fifteen (15) minute rest periods and two (2) twenty (20) minute meal periods with pay.

8.02 Subject only to the needs of the business, rest periods shall be uninterrupted. Should an employee's rest period be interrupted by the management, the employee will be allowed to start their rest period again after the interruption.

ARTICLE 9 NIGHT PREMIUM

9.01 A night premium equal to three (3%) percent of the Warehouse rate, rounded to the nearest cent, shall be paid for each hour actually worked between 1600 hours and 2400 hours.

 A night premium equal to four (4%) percent of the Warehouse rate, rounded to the nearest cent, shall be paid for each hour actually worked between 0001 hours and 0800 hours.

9.02 Night Premiums shall be computed and applied to employees working on a compressed workweek in accordance with the following:

- (a) The amount shall be determined by multiplying eight (8x) times the amount of the second shift premium plus eight (8x) times the amount of the third shift premium, the sum of which shall be divided by twelve (12).
- (b) The amount as determined by (a) above shall only be applied to the hours an employee works between 8:00 p.m. and 8:00 a.m.

9.03 Employees are to be paid the night premium if they are scheduled to start work at any hours other than between 6:00 a.m. and 9:00 a.m.

9.04 Employees who are scheduled to start work between 6:00 a.m. and 9:00 a.m. do not receive the night premium even though their hours of work extend into the period where night premium is applicable. Employees who are scheduled to start work between 6:00 a.m. and 9:00 a.m. and continue to work a double shift, will receive the night premium starting at 4:00 p.m.

ARTICLE 10 FREEZER PREMIUM

10.01 Effective October 1, **2017**, all employees will be paid a freezer premium of **fifty-five (\$0.55)** cents per hour for each hour they work. Employees will be required to provide, maintain and clean freezer clothing. Such clothing shall be kept on site.

ARTICLE 11 HOLIDAYS

11.01 The following shall be recognized as holidays for the purpose of this Agreement:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

 If any of the above days are deleted through legislation or otherwise, another day off as mutually agreed between the Company and the Union will be given in lieu.

11.02 Two (2) Floater Holidays will be added making fourteen (14) holidays in total. If another General Holiday is proclaimed by federal or provincial statute, then one (1) of the floater days will be deleted. The Floater Holidays must be requested on the vacation schedule as per Article 12.06. No employees vacation request made prior to April 30th shall be denied as a result of a request for a Floater Holiday. If a Floater Holiday request must be denied and cannot be rescheduled due to the exigencies of the business the Company will pay out the Floater Holiday at one and one-half (1½) times the employees' regular rate of pay.

11.03 Employees shall be paid eight (8) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday on each of the above holidays provided they meet the following requirements:

- (a) They work their scheduled work day prior to and report for work on the holiday, if scheduled, and their scheduled day immediately following the holiday or present a medical certificate acceptable to the Company showing their inability to work on such days.
- (b) They must be on the payroll and available for work or on an authorized leave of absence (not to include unpaid leaves, with the exception of union leave) with the clear understanding that the employee on such authorized leave must satisfy the qualifier immediately before or after the holiday as mentioned in (a) above.
- (c) Holidays earned by new employees during their first thirty (30) calendar days of employment will be paid only to those employees who complete thirty (30) calendar days of employment.

11.04 Employees required to work on such holidays shall receive time and one-half (1½) for all hours actually worked on the holiday in addition to eight (8) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday. Holiday hours shall be from 12:01 a.m. of the holiday to midnight of the holiday. Such overtime portion of the holiday pay may be added to an employee's overtime bank and administered under the conditions and procedures outlined in 7.08.

11.05 Employees who are absent due to sickness or injury shall be entitled to eight (8) or twelve (12) hours at their straight time rate dependent upon their shift schedule at the time of the statutory holiday for any holidays which fall within sixty (60) days from the last day worked.

11.06 Employees working on a continuous shift, who are absent on their vacation for a period including any of the above holidays shall be entitled to eight (8) or twelve (12) hours' pay at their straight time rate dependent upon their shift schedule at the time of the statutory holiday in addition to their regular vacation or the employee may elect to receive an additional vacation day off during the vacation year.

11.07 Pay for hours not worked on a holiday shall not count as hours of work for purposes of overtime in that holiday week.

11.08 Employees shall have the option to bank any or all of the following statutory holiday providing that they are scheduled to be off at that time:

- Christmas Day**
- Boxing Day**
- New Year's Day**

The aforementioned banked statutory holidays must be either used or paid out during the following calendar year.

ARTICLE 12 VACATIONS

12.01 The vacation year shall run from August 1st to July 31st. An employee's vacation entitlement will be based on the following schedules:

During the first year of employment:		
MONTH OF HIRE	Vacation Hours	Percentage
August - September	80	4%
October - November	64	4%
December - January	48	4%
February - March	32	4%
April - May	16	4%
June - July	8	4%

Vacation entitlement August 1 ST of each year:		
YEARS OF SERVICE	Vacation Hours	Percentage
Start of the first full vacation year less than 3 years	80	4%
3 years less than 10	120	6%
10 less than 19	160	8%
19 less than 29	200	10%
29 plus	240	12%

Employees with 30 years of service shall receive two (2) days extra vacation in their 30th, 35th and 40th year. On the years in between they shall receive 240 hours of vacation at 12%.

12.02 Each day of vacation will be paid on the basis of the employee's shift value i.e. eight (8) or twelve (12) hours, at the employees' straight time hourly rate (the base rate paid for the shift prior to the vacation commencing) provided the individual is continuously employed. Employees with partial day entitlement remaining may elect to take a full day off, however the difference will be without pay. In determining continuous service for vacation purposes it will include hours worked, statutory holidays and absences covered by Workers Compensation, disability benefits under the Company's sick pay, weekly indemnity plan, maternity and parental leave and leave for union business.

12.03 Employment will be regarded as non-continuous for vacation purposes when an employee is absent as a result of layoff, unpaid leave of absence (e.g. education, personal) which is greater than four hundred and eighty (480) hours within the vacation year. Vacation pay for individuals who have been non-continuously employed during the vacation year shall be at the rate 2% of earnings for each week of vacation (4% is the minimum).

12.04 The term "earnings" as used in this Article 12 shall include payment for all time actually worked (wages, overtime, shift and other applicable premiums, if any), statutory holiday pay, and disability benefits under the Company's sick pay and weekly indemnity plans but shall not include vacation pay received during the previous vacation year.

12.05 "Service" as used in this Article 12 shall mean accumulated seniority without interruption by any of the circumstances listed at 15.04 plus additional service, if any, recognized by the Company at the time of the individual entry to the bargaining unit.

12.06 The Manager or their designate is responsible for scheduling vacation for their shift and will attempt to schedule vacation at the time the employee requests. No requests for vacation will be unreasonably denied. Vacations will be scheduled as follows:

- a) For the purpose of allocating vacation entitlement, the Manager or their designate will post a tentative vacation schedule no later than November 30th of the previous year (the vacation year shall run from August 1st to July 31st). Employees may then fill in their vacation request, which will be granted by the employee's seniority provided requests are submitted by April 30.
- b) Requests submitted after April 30th will be allocated on a first come first served basis. The Manager will respond in writing to all written requests for vacation leave submitted after April 30th, within ten (10) working days of the request being made. Rescheduling of such vacation within one (1) month of its scheduled date will require consent of the Manager or their designate and the employee(s) affected.
- c) In all cases, the Manager or their designate will endeavour to grant vacation at the time an employee chooses, however, should the needs of the business be such that taking vacation time off at the scheduled time is not possible, the employee will be given as much advance notice as possible of such changes.
- d) The Company agrees to allow two (2) employees to be off on vacation at the same time up to a maximum of one hundred eight (108) hours in one week.

12.07 If a full-time employee is confined to the hospital or their home following a stay in the hospital, due to a serious illness or injury while on vacation, and presents a doctor's certificate to confirm the situation, the employee may utilize any sick leave credits they may have accumulated and/or weekly indemnity benefits. Such period of confinement interrupting vacation, at the employee's request, will be rescheduled following the employee's return to work.

12.08 If the employee leaves during the year, the vacation entitlement is prorated according to the employee's years of service to determine the vacation pay. It is understood and agreed between the parties that in the case of terminations and where an overpayment of vacation pay has occurred, the Company shall deduct such overpayment from the terminating employee's last pay cheque.

ARTICLE 13 HEALTH AND WELFARE

13.01 The Company will arrange plans to provide employees with the following benefits on the first of the month following completion of their probationary period subject to the conditions of enrolment, entitlement, deductibles and co-insurance contained in the contract of insurance between the Company and the insurer.

- (i) Life Insurance - The Company will pay the full cost of sixty-five thousand (\$65,000) dollars life insurance as well as an equal amount of accidental death and dismemberment insurance.

Life insurance for employees assigned disability premium waiver is established and frozen at the level of insurance that was in effect at the time of disability.

- (ii) Extended Health Care - The Company to pay the cost of this coverage.

The vision care plan shall provide a maximum of three hundred (\$300.00) dollars per person each two (2) calendar years toward the cost of eyeglasses and/or contact lenses.

Prescription Drugs - The Company will pay the full cost for one hundred (100%) percent coverage on prescription drugs listed on the Provincial Drug Plan Benefits List.

Eye Examinations - The Company will pay the cost of providing one hundred (\$100.00) dollars coverage for eye examinations once every twenty-four (24) months.

- (iii) Dental Plan - The Company will pay the cost of this coverage. The benefits payable under this plan shall be those specified in the current Dental Fee Schedule.

Plan B (Basic) - 100% co-insurance

Plan C (Major) - 90% co-insurance
(A combined maximum of \$2500 applies to coverage under Plan components "B" and "C" during each 12 month period).

Plan D (Orthodontics) - 60% co-insurance (lifetime maximum of \$2500) (Coverage for Plan D has no age limits)

- (iv) The Weekly Indemnity Benefit will be 66 2/3% of the employee's regular straight time weekly wages up to the E.I. maximum. The benefits shall be as follows:

Employees are eligible for benefits if totally disabled as a result of a non work related condition on completion of the applicable waiting period. The waiting periods and benefit payable are as follows:

Waiting Period - Seven (7) days

Benefit Schedule - After the waiting period the first week is paid by the Company.

- The next fifteen (15) weeks of eligibility by EI.

(v) Following expiry of the Weekly Indemnity benefits as described in (iv) above, a Long Term Disability Plan as determined by the Union, and as administered and deducted by the Company, shall be integrated with the CPP program upon request of the Union on the following basis:

(a) participation in the plan is mandatory for all employees having proper seniority standing.

(b) benefits payable are subject to the necessary conditions as determined by the insurance carrier.

(c) the plan will provide for a benefit of 60% of the employee's straight time hourly rate of pay exclusive of premiums commencing immediately upon the termination of weekly indemnity and continuing for the duration of the claim or until the age of sixty-five (65), whichever is earlier.

The premium cost of the plan will be borne by the employee.

(d) The Company is responsible for any costs incurred to the plan as a result of Company error.

(vi) Employee Assistance Program – The Company pays the cost of this program but some of the services inside the program may be paid for by your group insurance, or provincial health care insurance. There may be a charge for those professional services that are covered by neither plan.

13.02 When an employee is absent due to disability, injury, maternity or parental leave, the Company shall continue its normal premium payments and coverage for life, health, and dental coverage for the month in which the absence commences for up to twelve (12) months thereafter, provided the employee remains totally disabled.

13.03 In the case of employees absent due to a disability compensable under Workers Compensation the Company shall continue its normal premium payments and coverage for life (see premium waiver), health and dental benefits for the month in which the disability commences and for up to twenty-four (24) months thereafter provided the employee remains totally disabled.

Life insurance shall be continued for the entire period of absence from work.

13.04 In the case of employees affected by layoff or who are on a leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) the Company will continue its regular premium payments and coverage for life, health, and dental benefits for the balance of the calendar month in which the layoff occurs, and for one (1) additional calendar month.

Employees returning from a layoff or leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) of less than five (5) months shall be eligible for health and dental coverage effective the first day of returning to work. In addition, such employees shall be eligible for group life and weekly indemnity benefits effective as of the first day of the employee's return to work from layoff.

In the case of employees who are laid off or who were on a leave of absence (except Union leave, leaves while in receipt of weekly indemnity or WCB or maternity/parental leave) for more than five (5) continuous months, entitlements to group life, health, dental and weekly indemnity benefits shall be reinstated on the first day of the month following return to work from layoff.

ARTICLE 14 SICK LEAVE

14.01 (a) An employee shall earn sick leave credits at the rate of one day for each calendar month of actual work. Sick leave credits can be accumulated to a maximum of twelve (12) days. Sick leave credits may also be earned when an employee is on vacation, or when off work due to an industrial injury, when on bereavement leave or jury duty, witness duty and receiving compensation as provided in Article 19, or on short term leave for union business. Any sick leave used is to be deducted from the employee's sick leave accumulation and on return to work the employee will again earn sick leave credits on the same basis as above. Employees who have an accumulation of twelve (12) days of sick leave credit, then their waiting period will be one (1) day of scheduled work lost before benefits are payable. Employees who have less than twelve (12) days of sick leave accumulation, then the waiting period will be three (3) days of scheduled work lost before benefits are payable. Employees who are regularly scheduled to work twelve (12) hour shifts, each shift shall be counted as one and one-half (1½) days towards the waiting period. Sick leave is to be paid only for scheduled days of work lost at eight (8) hours at straight time at the employee's hourly rate, except that employees who are regularly scheduled to work twelve (12) hour shifts, will be paid twelve (12)

straight time hours and this shall count as one and one-half (1½) days towards the maximum of twelve (12) days sick leave. Sick leave may be used as family responsibility leave in the event that an employee has a minor aged child who is ill and requires care. An employee may use up to a maximum of three (3) days per calendar year. No sick leave will be paid if employee is eligible for Weekly Indemnity under the Insurance Program or if eligible for Workers Compensation. A doctor's statement must be presented to the Company substantiating the sickness before sick leave benefits will be paid. The Company reserves the right to request a doctor's note at the Company's expense in accordance with Article 14.01(e) when off work to care for a minor aged child who is ill. Any time taken is inclusive of Family Responsibility Leave available under the Manitoba Employment Standards Code.

- (b) In addition to (a) above, employees may receive payment of wages during the waiting period for sick leave or Weekly Indemnity provided they have sufficient banked overtime hours to their credit. Such payment of wages will not exceed the employee's daily earnings.
- (c) Employees who are injured on the job and are awaiting receipt of Workers Compensation benefits will be permitted to receive payment of wages for any unused accumulated sick days. Upon receipt of Workers Compensation benefits, the employee will reimburse the Company for any sick days paid by the Company.
- (d) Banked overtime hours may be used for employees who have doctor or dentist appointments provided advance notice of ten (10) days is given and that a certificate to confirm such appointment is presented following the appointment. Such banked over-time may be taken in four hour segments. The ten (10) day notice requirement will be waived in cases of emergency or specialist appointments.
- (e) Employees with a credit of twelve (12) days sick leave will not require a medical certificate for their first absences due to illness in a calendar year, until such absences exceed three (3) days.

ARTICLE 15 SENIORITY

15.01 A newly hired employee shall be on probation for fifty (50) shifts or six hundred (600) working hours within a thirteen (13) month period following the date of hire. The Company shall have the right to retain or discharge an employee at any time during their probationary period and neither the employee nor the Union on their behalf

shall have any recourse to the grievance procedure or arbitration provisions set forth in Article 26. The discipline or discharge of a probationary employee shall be deemed to have been for just cause. After completion of the probationary period, seniority shall be established and shall be effective from the most recent date of hire. Employees with the same date of hire shall be placed on the seniority list according to their payroll number.

The parties may mutually agree to extend the probationary period for a new employee.

- 15.02
- (a) Employees within the bargaining unit who accept a position with the Company that places them outside the bargaining unit will accumulate seniority for one (1) year after the commencement of their duties at such position. After one (1) year from the commencement of their duties outside the bargaining unit the employee shall not retain any seniority rights within the bargaining unit.
 - (b) During the first year an employee is promoted outside of the bargaining unit, either the employee or the Company can elect to transfer them back to the bargaining unit. In the case where a transfer out of the bargaining unit is for a period not exceeding six (6) months, the employee shall return to the same wage rate classification. In cases where the duration of transfer out of the bargaining unit exceeds six (6) months, the employee will have the right to return to the bargaining unit when a vacancy occurs in the same wage classification. If the employee returns to a posted position job, for purposes of this Agreement, that employee will be considered to have bid into the job.

15.03 The Company agrees to prepare up-to-date seniority lists and post them on the bulletin board. Employees will have ten (10) days from the date of posting to file an objection to the date on the list which indicates their date of hire. Employees who have not filed an objection within the ten (10) day limit will be deemed to have agreed that the date of hire indicated on the list is correct. The seniority lists will be brought up-to-date and reposted every six (6) months.

The Union will be given a copy of such lists but with the following additional information including in it: 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.

15.04 Seniority is lost and employment considered terminated for the following reasons:

- (a) voluntary quit or resignation;
- (b) discharge for cause;
- (c) layoff for more than twelve (12) months;
- (d) failure to comply with the provisions of a leave of absence;
- (e) absence for three (3) consecutive work days without permission;
- (f) failure to respond to recall from layoff within two (2) days (seven (7) days where the employee has been on layoff for more than four (4) weeks or fourteen (14) days where the employee is gainfully employed elsewhere at the time of recall) of being contacted by the Company. It is the duty of employee to notify the Company of an address and telephone number where they can currently be contacted. The Company's duty to contact the employee pursuant to this subsection will be deemed fulfilled if the Company contacts or leaves word for the employee by telephone, or failing to reach them by phone, sends a registered letter, return receipt requested, to the address most recently submitted by the employee.

15.05 **Layoff and Recall**

In laying off employees because of reduction in available work for a period in excess of one (1) day or the remainder of a shift commenced, the least senior employees shall be laid off first provided those retained are trained, experienced and capable of performing the available work.

Part-time employees shall be laid off prior to full-time employees being laid off. If there is to be a reduction of full-time employees to part-time status the Company shall provide four (4) weeks notice before the reduction in hours becomes effective.

15.06 In recalling employees to work where it is expected the work available will last for one (1) week or less, the Company will take anyone available from a list of employees who have previously signified their desire for short time work. If it is expected that the work period will be for over one (1) week, the employees who have the greatest seniority shall be called back first, provided they are trained, experienced and capable of performing the available work.

15.07 During periods of recall in excess of one (1) week, employees will be returned to the position held immediately prior to the layoff provided sufficient jobs are available.

15.08 The Company will endeavour to notify the Union of any layoff and/or recall from layoff within forty-eight (48) hours but, in any event, not later than one (1) week.

ARTICLE 16 JOB POSTING

16.01 Permanent vacancies including preferred jobs as determined by the Company shall be posted for a period of seven (7) working days. The senior applicant will be awarded the position. In the event the senior applicant is not awarded the position, the Chief Steward will be notified in advance of any other appointment. Vacancies shall be filled within thirty (30) working days of the end of the posting period. Preferred jobs will mean day shift jobs and/or no weekend work. The Union will receive copies of all job postings.

16.02 Employees who are or will be absent from work, may provide the Company with a letter indicating they wish to be considered to have bid on jobs which may be posted during the employee's absence. Such letters will be deemed to be applications.

16.03 Except as provided below, after successfully posting into a job an employee shall be prohibited from applying for other posted jobs for a period of six (6) months unless otherwise mutually agreed or unless the job to which they have posted becomes redundant. This shall not apply to employees who leave a posted job under Article 16.04.

16.04 If during the first thirty (30) working days an employee proves unsatisfactory in the job which they were awarded, or elects to leave such job, the employee shall be returned to their former job and rate of pay, if it still exists, or some other job which is mutually acceptable, to the employee, the Company and the Union.

In either event, should the removal of the employee from the posted job make it necessary to reverse the transfer or promotion of any other employee, that employee will also be returned to their former job and rate of pay or some other job which is mutually acceptable to the employee, the Company and the Union.

It is recognized that it may require several weeks to make the arrangements necessary to accommodate such job adjustments.

In cases of more than one employee applying for a posted job, and the successful applicant does vacate the posted job within thirty (30) working days, the next applicant on the original list of applicants will be given the opportunity to fill the posted job in compliance with Article 16.01 of the Collective Agreement.

16.05 Employees who take a temporary job shall, on completion of the work, be returned to the same job classification rate they left to go to the temporary job, if it still exists, or if it does not exist, to the same job classification rate. A temporary job is defined as a job of not less than one (1) calendar month nor more six (6) calendar months. Temporary jobs shall be posted and identified as such.

16.06 If the duties of a job are changed substantially, the Union will have the right to request a reclassification of the job. If the Company and the Union cannot agree on the reclassification, the matter may be referred to arbitration.

ARTICLE 17 CLASSIFICATIONS AND RATES OF PAY

17.01 The classifications and rates of pay are covered in Appendix "A" and become a part of this Agreement by reference hereto. The rates of pay as contained in Appendix "A" shall be the only rates paid to employees.

17.02 If new job classifications are established by the Company, it shall establish an hourly rate of pay for the new classification. The Union will be so advised. If after a trial period of thirty (30) days the Union believes the hourly rate established by the Company to be unsatisfactory, the dispute shall be settled pursuant to the grievance procedure.

17.03 Payment of Wages

Payment of wages will be bi-weekly on **Thursdays** unless **Thursday** is a Statutory Holiday in which case payment will be on the preceding **Wednesday**. Payment will be by direct deposit to the employee's account at a bank, credit union, or trust company of the employee's choice. **Pay stubs will be available online on the employee portal on the day preceding payday.**

Payment will include all hours for which the employee is entitled to be paid up to and including the **Saturday** of the week preceding the week of payday.

ARTICLE 18 MODIFIED WORK

18.01 The Company and the Union agree to make every reasonable effort to provide suitable modified or alternative employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

ARTICLE 19 LEAVE OF ABSENCE

19.01 Leaves of absence shall be granted to employees in case of disability resulting from injury, illness or pregnancy.

19.02 Maternity Leave

Leaves of absence for reason of pregnancy shall begin when the employee's doctor certifies that the employee is physically unable to work. Maternity leaves may continue for four (4) months beyond confinement or longer if the need for a further extension is verified by the employee's doctor. Such extensions shall be for thirty (30) day periods.

19.03 In cases of medical conditions directly attributed to pregnancy which necessitate absence from work prior to commencement of pregnancy leave or delay of return to work following pregnancy leave, group insurance benefits shall be granted to employees under the same conditions as these benefits are granted to other employees.

The general provisions of the Employment Standards Code for the province of Manitoba shall also apply.

19.04 Parental Leave

Employees on maternity leave who wish to take parental leave immediately upon expiration of maternity leave may do so unless the employee and Company agree to make other arrangements.

19.05 Parental leave will be granted without the service qualifier, as in the case of maternity leave. The general provisions of the Employment Standards Code for the province of Manitoba shall also apply.

19.06 General Leave

Leaves of absence may be granted to any employee by the Company for good and sufficient reason upon written request by the employee provided the granting of such leave does not interfere with the requirements of the business. Leaves of absence shall not be granted for purposes of trying other employment or self-employment (including farming). Any violation of this provision shall result in loss of seniority. The Company shall reply to written requests for leaves of absence not later than two weeks from the date the request was made. If the requested leave of absence is for a period of one (1) week or more, if it is granted by the Company, it shall be confirmed in writing and a copy thereof sent to the Union.

19.07

Disability Leave

Leaves of absence for periods not to exceed one (1) year, shall be allowed in the case of physical disability. Any employee requesting such a leave shall provide the Company with a written doctor's statement certifying the nature of the disability and the necessity for time off work. In the event the employee has a continuing disability and is unable to return to work at the expiration of such leave, or any extension thereof, the employee shall provide the Company with additional medical certification prior to the expiration of the current leave period. At the end of one (1) year, each non-occupational disability will be reviewed by the Company and the Union. Any further extension of such leave of absence will be at the discretion of the Company. Leaves of absence resulting from occupational illness or injuries sustained at work for the Company shall automatically be extended for a period of up to one (1) additional year and may be further extended upon mutual agreement between the Company and the Union.

19.08

When possible, employees returning from a leave of absence shall receive their same work station assignment or wage scale upon returning. However, there will be no guarantee that such employees will receive their same work station assignment or wage scale upon returning.

Any employee who does not return from or overstays a leave of absence without sufficient cause or reasonable excuse will be considered to have quit the Company's employment, and if rehired, shall be considered for all purposes a new employee.

19.09

Union Leave

An employee chosen by the Union to attend Union business outside the plant shall be granted a leave of absence not exceeding thirty (30) days, provided that the absence of each employee shall not unreasonably affect the operations. The Union shall advise the Company before exercising this prerogative. An employee on such leave of absence shall not experience any loss of wages or benefits which are not normally compensated while on leave and shall remain on payroll with the understanding that the Union will reimburse the Company for any wages or benefits compensated.

Upon one (1) month's notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year (renewable from year to year) to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. However, seniority will continue to accumulate throughout the leave. The Union agrees to notify the Company at least one (1) month in advance of the employee's return to work for the Company. Upon return, the employee will be returned to his/her position.

19.10 **Education Leave**

Employees with at least two (2) years of continuous service will be allowed an unpaid leave of absence for educational purposes provided the leave supports the business and further provided that management approves the leave.

19.11 **Bereavement Leave**

A bereavement leave of three (3) days will be granted to employees having proper seniority standing for time lost from work resulting from the death of a member of their immediate family. Immediate family is defined as spouse, mother, father, daughter, son, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, spouse's grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, step-grandparents and step-grandchildren. Common law spouse of the same or opposite sex will also be considered as immediate family provided the period of cohabitation at the time of death is not less than six (6) months. Maximum payment will not exceed thirty-six (36) hours. Employees will be granted up to one (1) day with pay in order to be a pallbearer at a funeral. The bereavement leave must start no later than the day of the funeral and end no later than two (2) days after the day of the funeral except where an employee wishes to use one (1) day of bereavement leave entitlement to attend a memorial service. In the event of the death of an employee's aunt, uncle, niece or nephew, one (1) day paid leave will be granted for time lost from work for the purpose of attending the funeral.

19.12 **Jury Duty and Witness Fees**

Employees summoned to jury duty and/or employees subpoenaed as a Crown witness shall be paid straight time wages amounting to the difference between the amount paid them for jury duty/witness fees and the amount they would have earned had they worked on such day. This does not apply if jury/witnessing occurs on the employee's scheduled day off. Payment for witnessing will be a maximum of one (1) day and will not be paid, in any event, to an accused person if the accusation does not arise out of the performance of their regular duties and the subpoena has not been issued by the Crown.

19.13 **Paternity Leave**

Male employees shall be granted two (2) days leave with pay on the occasion of the birth of their child. Such leave will be granted within one (1) week of the date of birth or other mutually agreeable dates.

19.14 **Negotiations Leave**

Time off for the Union Negotiating Committee who are Company employees will be shared on a 50/50 basis by the Company and the Union to a maximum of twelve (12) hours for lost wages or a maximum of eight (8) hours for scheduled days off per employee, per day.

19.15 **Compassionate Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed **twenty-eight (28)** weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations and employees agree to complete all paperwork necessary to reduce Employer costs.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 19 of the collective agreement.

19.16 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 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* and Regulations thereunder.

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

ARTICLE 20 HEALTH AND SAFETY

20.01 Employees who are injured on the job shall be paid at their hourly rate for all straight time hours lost in obtaining medical treatment on the day the injury occurred.

20.02 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment in accordance with the rules and regulations of the Workplace Safety and Health Act in the Province of Manitoba.

A Health and Safety Committee will be established consisting of two (2) representatives appointed by the Union and two (2) Company representatives. Union members of the Health and Safety Committee will receive a maximum of two (2) working days of paid education leave per year or greater based on Workplace Safety & Health legislations for the purpose of health and safety training. Said leave will be used to send the Union members of the Health and Safety Committee to courses as agreed upon by the Health and Safety Committee, the Union and the Company. The Company and Union will share the reasonable costs (travel, hotel room and meals) incurred for external training courses. **The Health and Safety Committee shall meet quarterly or more often, if requested by either party and** minutes of each meeting shall be taken and a copy sent to the Union email.

20.03 (a) Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Company. Should such reasonable provisions not be made or such protection devices not be provided, the matter may be subject to the grievance procedure but excluding arbitration.

(b) A safety shoe allowance of two hundred twenty-five (\$225.00) dollars per year shall be provided for all employees who have passed their probationary period. It is further understood that the wearing of C.S.A. approved safety shoes is a requirement of the job in designated occupations, however, all employees are encouraged to make use of this benefit. In order to receive the safety shoe allowance, employees must produce proof of purchase for approved footwear for use while at work. Safety boots will be left on site.

20.04 The Employer agrees to provide to each employee who has passed their probationary period, two (2) pairs of leather overgloves per year.

ARTICLE 21 REPRESENTATION

21.01 The Company agrees to recognize the following officials as representing the Union for the referenced purposes:

(a) Administration of the Collective Agreement - Stewards appointed or otherwise selected shall represent the various departments of the warehouse.

(b) Grievances progressing to Step 2 - A Grievance Committee comprised of one (1) Union Steward and the full-time Union Representative.

- (c) General Labour/Management Issues - A Committee comprised of the full-time Union Representative and one (1) Bargaining Unit Steward to discuss matters of mutual interest when agreed that need dictates.
- (d) Negotiations - a Union Committee comprised of two (2) Union members, the full-time Union Representative in addition to a full-time negotiating representative of the Union.

21.02 The Union shall advise the Company of the names of all Stewards, Alternate Stewards, the full-time Union Representative who is responsible for servicing the unit and full-time Negotiator from the Union and the Company shall not be required to recognize such representative until so advised in writing.

21.03 An employee representing the Union as provided by subsections 21.01 (a), (b), and (c) above, shall not lose pay for time spent in discussions with management about grievances and other matters of mutual concern provided that:

- (a) they shall first obtain permission of supervision before leaving their work and such permission shall not be unreasonable denied;
- (b) this shall not include time spent to deal with grievances at arbitration;
- (c) the Company retains the right to limit such time if it seems excessive and to schedule meetings so as not to interfere with the operation of the business;
- (d) such meetings shall not give rise to payment beyond that which the employee would have received if the meeting had not been held.

21.04 The Company agrees to admit to its warehouse at all reasonable times the authorized representative of the Union for the purposes of observing the application of this Agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of work schedules. The Union representative shall obtain permission from the Company before or at the time of the desired visits by notifying the Warehouse Manager or his shift designee prior to entering the warehouse.

ARTICLE 22 **GENERAL**

22.01 **Bulletin Board**

The Company will provide space for Union bulletin boards for the posting of official Union notices, provided such notices are submitted and approved by the Personnel Manager prior to posting.

22.02 **Parking**

The Company will endeavour to provide parking spaces with plugs for all employees requiring same at no cost to the employee, unless damage occurs as a result of negligence or abuse.

ARTICLE 23 **NO STRIKE - NO LOCKOUT**

23.01 There shall be no cessation of work by strikes or slowdowns by employees or lockouts by the Company during the term of this Agreement or during the period of negotiations for renewal.

ARTICLE 24 **SCOPE OF AGREEMENT**

24.01 This Agreement fully and completely incorporates the understanding hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, be required to accede to any demand for change herein, nor shall either party be required to bargain with respect to any matter during the life of this Agreement.

24.02 In the event that any Articles 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 25 **WARNING SLIPS**

25.01 Warning slips given to an employee will be erased after one (1) year from the date of the warning slip, except in cases where additional warning slips are given to an employee before a previously issued warning slip is cancelled.

25.02 The Company shall provide the Union with copies of all written warnings, notices of suspension and termination when issued. Written warnings will be given within five (5) days of the event giving rise to the discipline unless circumstances prevent this from occurring.

25.03 In cases of reprimand, suspension or discharge, the Shop Steward or in their absence, the full-time Union Representative, shall be present unless the employee elects in writing to exclude the Shop Steward/Union Representative. The Union and Shop Steward will receive copies of any reprimand, suspension or discharge which will become part of the employee's personnel file.

ARTICLE 26 GRIEVANCE AND ARBITRATION

26.01 Both the Company and the Union emphasize the importance of the grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot. Accordingly, grievances shall be considered timely if filed at Step 1 within ten (10) **business** days of the incident giving rise to the grievance and also provided that it has first been dealt with as a complaint. It is further agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.

Grievances will be processed as follows:

Complaint Stage The employee shall discuss the matter with their supervisor in an effort to achieve a satisfactory resolution. The employee may be accompanied by a Union Steward or their alternate during such discussion if they feel this will be of assistance in explaining their complaint. If a satisfactory settlement is not reached the complaint may be carried forward to Step 1 as a grievance.

Step 1 If the discussion with the supervisor does not resolve the matter to the employee's satisfaction, a written grievance, duly signed by the employee, may be presented to the Supervisor or their designate within ten (10) **business** days of the incident giving rise to the grievance. The Supervisor or their designate shall give a written answer to the grievance within five (5) **business** days of receipt of the grievance.

Step 2 If the decision at Step 1 is unsatisfactory to the employee the grievance may be re-submitted by the Union **Representative** to the Warehouse Manager or their designate within five (5) working days of the written response at Step 1. The Warehouse Manager or their designate shall render a written decision within five (5) working days following the date of discussion with the Union **Representative**.

At any step in the grievance process, either party may bring to the meeting a person(s) who they feel adds value to the grievance meeting.

26.02 Employees who are dismissed, suspended, disciplined for any reason whatsoever, or laid off, and feel that they have been unjustly dealt with shall promptly notify **the Union Representative or their designate** who shall, within five (5) working days of receipt of notice of dismissal, suspension or layoff by the aggrieved employee, notify the Warehouse Manager, stating the grounds of objection to the dismissal, suspension or layoff. The dismissal, suspension or layoff shall then constitute a grievance and shall be dealt with according to the Grievance Procedure set out above, beginning with Step 2 above. If subsequently it is decided that the employees were unjustly dismissed, suspended or laid off, they shall be reinstated in their former position and shall be compensated for all time lost at their regular rate of pay or granted such lesser compensation as may be decided fair in the circumstances.

26.03 Should disputes, claims or grievances arise as to the meaning or interpretation of this Agreement that cannot be settled by the Union and the Company, they may be submitted to an impartial Arbitrator, as listed below at the request of either party. The Arbitrators are as set forth and will be used on a rotating basis;

1. **Gavin Wood**
2. **Blair Graham**
3. **Colin Robinson**
4. **Diane Jones**
5. **William Hamilton**

If any individual of the above noted panel, who has been requested in their turn to act as the Arbitrator, is unable or unwilling to act, they shall not again be requested to act as the Arbitrator unless their name comes up again on a regular rotation of the panel.

An arbitrator shall not be deemed willing to act unless they are in a position to convene the hearing within twenty-eight (28) days of the date of their selection. If none of the above named Arbitrators is willing to act, either party may request the Manitoba Labour Board to appoint an arbitrator.

Failure to request arbitration within the ten (10) working days following the Company's answer in Step 2 shall be deemed a withdrawal of the grievance and it will not be considered any further.

The decision of the Arbitrator shall be final and binding upon the parties hereto and all persons concerned or affected. It is further understood that the Arbitrator shall, in each case, be bound by the provisions of this Agreement and that they are not vested with the authority to change, amend, or modify any of the provisions of this Agreement but only to interpret the provisions thereof.

The decision of the Arbitrator shall be given within a period of thirty (30) days after the closing of the arbitration proceedings.

In the interest of settling a grievance prior to an arbitration hearing, either party may request assistance of a grievance mediator from the Province of Manitoba Conciliation Services.

26.04 The time limits set out in the above procedure can be extended upon mutual agreement of the parties.

26.05 The Union and the Company shall each pay any costs connected with the presentation of their respective cases and the cost of the Arbitrator shall be divided equally between the Company and the Union.

ARTICLE 27 PENSION PLAN

27.01 Effective as soon as administratively feasible after ratification, the Company agrees to contribute twenty (\$0.20) cents into the Canadian Commercial Workers industry Pension Plan for all employees in the bargaining unit, for all hours worked or paid, including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

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

27.03 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 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 agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

27.04 Registered Retirement Savings Plan

Effective as soon as administratively feasible after ratification, the Company will contribute payment to a Registered Retirement Savings Plan chosen by the Union in the amount of one dollar and twenty (\$1.20) cents for all employees in the bargaining unit, for all hours worked or paid, including sick pay, disability benefits, vacations, and general holidays, to a maximum of the basic work week of 40 hours per week.

The employees will have the option to match the Company's contribution 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.

ARTICLE 28 **TECHNOLOGICAL CHANGE**

28.01 The parties agrees that Sections 83, 84, and 85 of *The Labour Relations Act* apply during the term of the Collective Agreement.

ARTICLE 29 **SEVERANCE PAY**

29.01 The Company agrees to make severance payments to all employees who have completed their probationary period who are permanently laid off as a result of a buy-out, warehouse closure or a reduction in business. The term permanent layoff shall mean a lay-off of more than twelve months. Payments will be determined as follows:

- | (a) | <u>Service Category</u> | <u>Severance Payment</u> |
|-----|---|--------------------------------------|
| | Employees with less than 10 years' seniority | 1 week pay per year of seniority |
| | Employee with 10 years' seniority but less than 15 years' seniority | 1.75 weeks pay per year of seniority |
| | Employees with 15 years or more seniority | 2 weeks pay per year of seniority |
- (b) Seniority is determined as of the employee's termination date.
- (c) For the purpose of the above calculations seniority will be rounded to the next higher quarter ($\frac{1}{4}$) of a year.
- (d) A week's pay is equal to forty (40) hours at the rate stipulated in the Collective Agreement for the job held by the employee at the time of termination.
- (e) Severance payable under this section shall be deemed to include any severance pay as may be required under any Manitoba Legislation.

- (f) Severance will not be payable to any employee who is discharged for just cause or who quits prior to their final scheduled day of work.

ARTICLE 30 HARASSMENT POLICY

30.01 The parties agree that they want to see a workplace free of harassment. To that end, a policy, including processes, to deal with complaints of harassment are included as Appendix "C". The parties agree that the parties will maintain confidentiality throughout the complaint and investigation process to the extent practicable although it cannot be guaranteed.

ARTICLE 31 EMPLOYEE FILES

31.01 Upon written request by the employee the Company, as soon as is possible following receipt of the request, agrees to allow the employee, in the presence of the Manager or their designated representative, to have visual access to their personal file once per calendar year. Employees may request and receive copies made of any documents contained in the file.

ARTICLE 32 DURATION

32.01 This Agreement shall be effective as of October 1, **2017** and shall continue in full force and effect through September 30, **2021**, and will continue thereafter from year to year unless written notice by either party of its desire to amend or terminate this Agreement is given by either party to the other, not more than ninety (90) nor less than thirty (30) days prior to the expiry date of this Agreement, or not more than ninety (90) days nor less than thirty (30) days prior to the expiry date in any year thereafter.

32.02 On the receipt of such opening notice, negotiations shall commence within ten (10) days of receipt of such, except that this time may be extended by either party or by mutual agreement.

32.03 During the period of negotiations, this Agreement shall remain in force.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE COMPANY:

APPENDICES AND LETTERS OF UNDERSTANDING

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

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY

Classification	Effective October 1/17	Effective October 1/18	Effective October 1/19	Effective October 1/20
	1.75%	2.25%	2.25%	1.75%
Warehouse Worker	\$22.56	\$23.07	\$23.59	\$24.00

A-2 New employees may be paid at a rate of 12.5% below the foregoing rates for the first sixty (60) working days of employment, and 6.25% below the foregoing rates for the second sixty (60) working days period. Following the completion of a total of one hundred twenty (120) working days, the employee shall receive the appropriate contract rate. For the purpose of this Article, a new employee shall be a person who has not worked for the Company during the twelve (12) months previous to date of hiring.

A-3 Retroactive Pay

Pay retroactive to the effective date of the agreement shall be paid within thirty (30) calendar days following the date of ratification and shown as a separate amount on the employee's regular paycheques.

APPENDIX "B"

B-1 The Union and the Company mutually agree that the practice of scheduling a compressed workweek may be used. It is further agreed that such practice, if in effect, may with reason (e.g. operational efficiency, economics, or improvements to service) be discontinued entirely or in part upon the written notice of either party to the other. The Company will do its utmost to satisfy employee preference; however, the needs of the business must take priority. Any employee affected by discontinuing a compressed work schedule shall be reassigned to work in accordance with Article 7 of the Collective Agreement.

When an employee is working on a compressed workweek schedule, it is agreed that Article 7.01 of the Collective Agreement shall not apply with the exception of the definition of the plant's workweek. In lieu of the balance of Article 7.01, the employee shall be compensated on a straight time basis for all hours worked except as provided below:

- (a) Working hours scheduled on a holiday.
- (b) Work assignment that would cause an employee to work seven (7) or more consecutive calendar days where there has not been a 24 hour period of rest.
- (c) Any assigned hours worked in excess of twelve (12) hours in a day.
- (d) Any assigned hours worked in excess of the hours scheduled as an employee's regular week.

APPENDIX “C”

CDC RESPECTFUL WORKPLACE POLICY

1. **INTENT**

The Company promotes a respectful workplace by providing an environment that is free from harassment, hostility and intimidation. The Company does not condone behaviour that is likely to undermine the dignity, self-esteem or productivity of any employee.

2. **SCOPE**

This policy applies to all employees and management of the Company.

3. **DEFINITIONS (FOR THE PURPOSES OF THIS POLICY)
(see Appendix A for Examples)**

1. ***Sexual harassment*** – which is deemed to include but is not restricted to;
 - a. Unwanted sexual attention by a person who knows, or ought reasonably to know, that such attention is unwanted;
 - b. Expressed or implied promise of reward for complying with a sexually oriented request;
 - c. Expressed or implied threat of reprisal for refusal to comply with a sexually oriented request;
 - d. Actual denial of opportunity (i.e. promotion), or an expressed or implied threat of denial of opportunity, for refusal to comply with a sexual request; or
 - e. Sexually oriented behavior or gender-based abusive and unwelcome conduct or comment, that has the purpose or effect of creating an intimidating, hostile or offensive environment.
2. ***Personal Harassment*** - which is deemed to include but is not restricted to:
 - a. A series of objectionable and unwelcome workplace comments or actions directed towards a specific person or group of persons that serves no legitimate work purpose, and that has the effect of creating an intimidating, humiliating, hostile or offensive work environment;
 - b. Physical or verbal abuse that is humiliating or demeaning.

3. **Harassment or Discrimination** - which means the differential treatment, whether intended or not, of an individual or group of individuals based on:

- a. An individual's actual or presumed membership in, or association with, some class or group of persons, rather than on the basis of his or her personal merit;
- b. An individual's actual or presumed ancestry, race, colour, nationality or national origin, ethnic background, religion or religious belief, age, sex, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief, political association or activity, or physical or mental disability;
- c. A failure to make reasonable accommodations for the special needs of an individual or group, if such failure is based upon any of the characteristics referred to in section 3.3 (b).

Notwithstanding any other provision of this policy, it is not discrimination or a contravention of this policy to:

Make reasonable accommodation for the special needs of an individual or group, if those special needs are based upon any characteristic referred to in section 3.3 (b).

4. **Harassment or discrimination** – May be one incident or a series of incidents. It may involve individuals or groups, and either peer or power relationships. It may be physical or psychological in nature. It can occur between males and females and/or between members of the same gender.

5. **Complainant** is the individual who makes a complaint.

6. **Respondent** is a person against whom a complaint has been made.

7. **Recipient of Complaints** is a manager, human resources, and/or anyone who acts in a supervisory position to the respondent.

8. **Independent Officer** is someone outside the Company who is retained by the Company for the purpose of investigating, determining and resolving a complaint.

9. **Human Resources** is a representative of the human resources department of the Company.

4. **POLICY**

Harassment and discrimination, in all their forms, violate the victim's human rights and are contrary to the Company's fundamental values. In the event of complaint(s), the Company will:

Act promptly and efficiently to deal with such situations.

Ensure that individuals who believe that they have been subjected to harassment are able to register complaints without fear of retaliation or reprisal.

Exercise care to protect and respect the rights of both the complainant and the respondent.

1. **COMPLAINT PROCEDURES**

Complaints should be made within a reasonable time, usually within one year from the date of the most recent alleged incident.

Informal Complaint:

- a. A complainant who believes that he or she has been subjected to harassment or discrimination should take direct action, if possible, to make the offender aware of unease and/or disapproval. The complainant may choose to consult with a Recipient of Complaints, for the purpose of receiving advice, counseling or assistance, with a view to resolving the situation.
- b. If the complainant is unable to take direct action, or if the offensive behaviour persists in spite of it being brought to the respondent's attention, the complainant may request that a Recipient of Complaints intervene to try to resolve the situation. The Recipient of Complaints may meet with the complainant, the respondent, and/or any other relevant party with a view to resolving the matter. The Recipient of Complaints should keep a written record of the date, time and nature of any incident that is brought to his or her attention, along with the names of any witnesses and the steps taken to deal with the situation. .
- c. If an informal resolution is reached that is acceptable to both the complainant and the respondent, the Recipient of Complaints will:
Send a confirming letter to both parties, setting out the agreement.
This letter must be signed and returned by both parties;
Deliver a copy of the letter to Human Resources;
Assist in bringing about whatever administrative or other action is

needed to implement the resolution.

2. Formal Complaint:

- a. If the matter cannot be resolved informally then the complainant shall be advised to file a formal complaint. The formal complaint shall be in writing and set out the particulars of the allegations, including, where possible, the dates, times and nature of the allegations and the names of any witnesses to the behaviour. It shall be signed and dated by the complainant. This complaint may be submitted to a Recipient of Complaints or to Human Resources. If a Recipient of Complaints receives a formal complaint, he or she should immediately notify and provide Human Resources with the complaint. Upon receipt of the formal complaint Human Resources will retain the services of the Independent Officer.
- b. Upon receipt of the formal complaint the Independent Officer will review the allegation(s) to ensure that it falls within the definitions set out under the policy.

If it is determined that the allegation(s) does not fall under the definitions set out in the policy then the complainant shall be advised accordingly and no further action shall be taken under this policy.

If it is determined that the allegation(s) falls within the definitions set out in this policy, an investigation shall be launched.

- c. The investigation should be concluded as expeditiously as possible.
- d. If, at any time during the course of the investigation, the Independent Officer deems it appropriate for the complainant and respondent to seek resolution through mediation, and where they both consent to do so, the Independent Officer may interrupt the investigation for such period(s) of time as he or she considers reasonable to facilitate such a resolution. Any such resolution may provide for withdrawal of the complaint or a portion thereof.
- e. Upon an investigation being launched the Independent Officer shall:
 - i. Notify the respondent in writing that a complaint has been received and that an investigation has commenced. The respondent shall be provided with a copy of the formal complaint;

- ii. Provide the respondent with a reasonable opportunity to consult with counsel or a personal representative;
 - iii. Request that the respondent provide a written response to the complaint within a reasonable time;
 - iv. Investigate the complaint, in co-operation with Human Resources, including interviewing both the complainant and the respondent, and any other person the Independent Officer deems relevant to the investigation. The complainant and the respondent shall co-operate fully with the Independent Officer and shall provide any information required by the Independent Officer upon request. The complainant or respondent may be accompanied during the interview by counsel or a personal representative;
 - v. At the conclusion of the investigation, prepare a written report which sets out the allegation(s), the information obtained, and provides a conclusion, as to whether the policy has been breached on a balance of probabilities;
 - vi. Provide a copy of the written report to Human Resources, who may provide a confidential copy to another party on a “need to know” basis only.
- f. If it is determined that the policy has been breached then the Independent Officer, in consultation with Human Resources and the respondent’s supervisor shall collectively agree upon an appropriate disposition of the matter. The disposition along with a copy of the Independent Officer’s report will be provided to the complainant, the respondent and the respondent’s supervisor. Human Resources will ensure the disposition is fulfilled and file a copy of the disposition in the respondent’s employee file. All other information pertaining to the investigation shall be retained in a secure file held by Human Resources.
- g. If it is determined that the policy has not been breached then the Independent Officer shall advise the parties accordingly and Human Resources may provide them with a copy of the written report. No further action will be taken and no record of the complaint will be placed on the respondent’s employee file.
- h. No record of the complaint shall be kept in the complainant’s employee file unless it was determined that the complaint was frivolous or vexatious. The Company will take disciplinary action

against a complainant in cases where frivolous or vexatious complaints are submitted.

- i. The Company may cause either a formal or informal investigation to be conducted in the absence of a complainant in circumstances where it deems it appropriate to do so.

3. Appeals

The respondent may appeal the findings and/or disposition made under this policy within 30 days from the receipt of the disposition and the Independent Officer's report. The appeal shall be to the Board of Directors, and the filing shall be by written notice, stating the reasons therefore, with the President of the Company or his or her designate to be the recipient of the appeal. The Board will review the report of the Independent Officer and hear any further submissions on behalf of the respondent. The Board may uphold, dismiss or amend the findings and disposition, and may impose a harsher penalty than was imposed in the first instance. The composition of the Board may be adjusted, as the complaint may demand, to avoid conflicts of interest.

No one charged with responsibility under this policy, who carry out their duties in good faith and conscience shall be liable for any action or claim arising out of their good-faith execution of those duties.

4. Interference and Retaliation

Interference with the conduct of an investigation or retaliation against a complainant or witness, whether the complaint was substantiated or unsubstantiated, may itself result in disciplinary action.

Where the complainant is an employee under the supervision of the respondent, the Recipient of Complaints, may, where it is feasible to do so and at the complainant's request, reassign either the complainant or the respondent to different duties, pending the resolution of the complaint.

Responsibilities

To the best of their ability, persons who become privy to complaints under this policy shall treat the information in strict confidence and shall not discuss it with anyone who is not an integral part of the resolution process.

Intentional breaches of confidentiality by any person may be subject to disciplinary action.

Disciplinary Action

While the Company supports the informal resolution of problems associated with such behaviour, the Company considers harassment and discrimination, in all forms, to be serious offenses and, where appropriate, sanctions for such behaviour may lead to a range of disciplinary measures up to and including dismissal.

5. REFERENCES

Currently, there are no references to this policy.

6. HISTORY

There is no written policy on Respectful Workplace prior to this policy.

APPENDIX A

1. Examples of sexual harassment may include, but are not limited to:

Sexist remarks, jokes, innuendoes or taunting, about a person's body, appearance, characteristics or clothing;

Displaying of pornographic or other sexually offensive or derogatory pictures or material;

Persistent and unwelcome invitations or requests for dates;

Leering, ogling or other sexually oriented gestures;

Inappropriate questions, or sharing of information, about a person's sexuality or sexual orientation;

Inappropriate touching;

Sexual assault.

2. Examples of personal harassment may include, but are not limited to:

Repeated and continuous incidents of yelling, screaming or name calling;

Repeated and continuous threats to terminate employment, unrelated to job performance;

Assignment of unrealistic and/or impossible employment responsibilities, demands or deadlines;

Patronizing comments addressed to a person which have the effect of undermining a person's role in the workplace.

3. Examples of harassment and discrimination include, but are not limited to:

Derogatory written or oral comments and gestures, such as name-calling, slurs, graffiti, pictures, gestures, remarks, or jokes; based on any characteristics referred to in section 3.3 (b) of the policy;

Evaluations of performance as a staff member based on any of the characteristics referred to in section 3.3 (b) of the policy;

Behaviour stating or implying actual or perceived abilities or inability; based on any of the characteristics referred to in section 3.3 (b) of the policy;

Applying stereotypes or generalizations based on any of the characteristics referred to in section 3.3 (b) of the policy;

Refusal to work with or share facilities; based on any of the characteristics referred to in section 3.3 (b) of the policy.

LETTER OF UNDERSTANDING

BETWEEN:

3269907 LTD., Carberry,
Manitoba, hereinafter called 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".

During the course of negotiations the parties discussed certain issues relating to efficient and safe warehouse operations. In regard to these issues the parties agreed to cooperate as follows:

1. **Floor Communication**

Effective and safe operations depends upon clear and complete communication between supervisory and hourly employees. Specifically it was agreed that the Company, the Union and the employees, keep one another mutually informed. In addition regular employees should be advised of adjustments made in their absence.

These efforts will foster workplace safety and avoid production waste.

2. **Weekly Indemnity**

The Company may provide for Long Term Disability and Weekly Indemnity to be effective during different time periods in order to integrate the two plans, providing the total benefits and time periods provided are the same as outlined in Article 11.01 (iv) and (v), at no additional cost to employees.

3. **Scheduling the Work Week**

Notwithstanding Article 6.01 of the Collective Agreement the parties agree that the past practice of scheduling the work week from Sunday through Saturday will continue.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING

BETWEEN:

3269907 LTD., Carberry,
Manitoba, hereinafter called 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".

During the course of negotiations the parties discussed the continuing and on-going concern regarding absenteeism and paid sick leave. The Company and Union agree that it is in the parties' best interests to provide an opportunity for continued perfect attendance employees to not be negatively impacted by the current process.

Any employee, who has maintained perfect attendance for the preceding twelve (12) months from the date of an absence, shall not be subject to the paid sick leave one (1) day waiting period, as defined in the Collective Agreement. For the purposes of perfect attendance, an employee shall not be absent from any scheduled work hours due to illness and/or injury or unapproved leave.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE COMPANY:


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.

The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as authorized by the Union as per Article 5 "Union Security" of the Collective Agreement.

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

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		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 appropriate. (Cross out if you do not agree.)
COMPANY NAME	TELEPHONE/LOCATH		DEPARTMENT/NO.		
CLASSIFICATION	FLOOR/NO.		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER _____		
I hereby authorize for membership in the United Food & Commercial Workers International Union and declare the above statements are true. I agree that all incomes paid by me shall be forwarded and used for the purposes of the Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the Union. I agree to provide my personal information to the Union 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.					
APPLICATION ACCEPTED		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-5832.