

**SYSCO WINNIPEG  
WAREHOUSE**

**FROM: MARCH 22, 2018  
TO: MARCH 29, 2022**

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



**SYSKO WINNIPEG  
WAREHOUSE**

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**EXPIRY: MARCH 29, 2022**

**AGREEMENT BETWEEN:**

**SYSCO Winnipeg, a division of Sysco Canada Inc.,** hereinafter referred to as the "Employer"

and

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

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

**WHEREAS:** the employer and the union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the employer and the employees covered by this agreement, to provide methods for fair and amicable adjustments of disputes which may arise between them and promote efficiency and improved operations.

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

**ARTICLE 1 RECOGNITION/NATURE OF BARGAINING UNIT**

1.01 The Employer recognizes the Union as the exclusive bargaining agency for all warehouse employees excluding truck drivers, salespersons, supervisory employees employed as such, administrative and office staff and quality and inventory control personnel employed by the Employer in the City of Winnipeg.

**Relocation of Facility:** In the event that the current facility located at 1570 Clarence Avenue relocates anywhere within the province of Manitoba, this collective bargaining agreement shall follow to such new location.

## **ARTICLE 2                    UNION SECURITY**

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

2.02                    The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his requirement with regard to payment of union dues and initiation fee. The Chief Shop Steward will be notified of any changes to personnel such as hiring, firing, retirements or layoffs within two (2) working days of said occurrence.

2.03                    The Employer agrees to forward Exhibit One duly completed as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the membership application, the contents to be such that it is acceptable to the Employer.

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

### 2.05                    **Bargaining Unit Information**

The Union shall be provided with the following information:

- (1) a list containing the names of employees who have terminated their employment during the previous month;
- (2) a list of new appointments to full-time positions and their classifications;
- (3) every three (3) months, a list of employees, ranked by seniority, which will be posted on the Union bulletin board. The copy sent to the Union will contain the employees' addresses, telephone numbers, classifications, rates of pay and full/part-time status and social insurance numbers (provided the employee has signed a waiver authorizing the Employer to supply the Union with his/her social insurance number);
- (4) a list of full-time employees reduced to part-time, as well as part-time employees who may have had their status changed.

### **ARTICLE 3            DEDUCTION OF UNION DUES**

3.01            The Employer agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by the Union. The Employer further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by the appropriate recap showing the employee's name, social insurance number and amount so deducted.

### **ARTICLE 4            UNION RIGHTS**

#### **4.01                    Notification by Union to Employer**

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

#### **4.02                    Recognition of Stewards**

The Employer agrees to recognize Union Stewards elected or appointed by the Union from employees of the Bargaining Unit upon being notified by the Union of the election or appointment. Shop Stewards will be allowed to wear Shop Steward badges while on duty. There will be a maximum of two (2) Stewards on each of the day and afternoon shifts, plus one (1) Chief Steward for a total of five (5) Shop Stewards.

#### **4.03                    Steward Functions**

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

4.04            The Employer shall allow the day or night shop steward, whichever is applicable, fifteen (15) minutes time off during regular working hours with the new employee(s) to explain to the employee(s) their rights and obligations. The fifteen (15) minute period will take place during the new employee orientation and will be considered as time worked for the new employee(s) and shop steward. Management may attend during this orientation session.

4.05

**Union Functions - Leave of Absence**

Leave of absence without pay, without loss of seniority or other benefits, shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence shall be restricted to no more than three (3) employees at any one time **and** no more than one (1) employee between May long weekend and August 31st, and permission shall not be unreasonably denied.

The Union agrees to notify the Employer at least fourteen (14) calendar days prior to said functions. The Employer shall however, grant leaves with lesser notification of fourteen (14) days provided the Employer can continue to meet the needs of the business.

4.06

**Leave of Absence - Full time Union Duties**

Leave of absence without pay or benefits shall be granted for a period of up to one (1) year to an employee who is engaged in full-time Union activities, with permission for such leave not to be unreasonably denied. Any extension to such leave shall only be authorized by mutual agreement between the Employer and the Union. Upon return from such leave, all benefits for which the employee is entitled will be reinstated. The Union shall notify the Employer at least fourteen (14) days prior to the commencement or expiry of such leave.

In the event that any such approved leave overlaps with approved vacation time for the employee on leave under this Article, the vacation time in question will be re-posted as per Article 14.12.

4.07

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

4.08

**Negotiations Leave**

The Employer agrees to allow a maximum of two (2) employees plus the chief shop steward, time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement. The Employer agrees to pay the negotiating committee members as if they were at work, and the Union agrees to reimburse the Employer for such costs. The meetings attended by the negotiating committee shall be considered as time worked for those employees assigned to the committee, for the purposes of attendance.



4.09

**Union Representatives Visits**

- (a) The Union Business Agent shall be allowed to visit the Operating Company, however, through courtesy they shall notify the **Warehouse Manager or his/her** designate when entering the premises.
- (b) The Union Business Agent shall attempt to conduct any Union business during the rest or lunch breaks of the employees. If this cannot be achieved, then a request must be made to management for an employee or employees to meet during their scheduled hours in which the Business Agent will attempt to complete said meeting within ten (10) minutes.

4.10

**Bulletin Boards**

The Employer shall designate a location in a conspicuous space for the Union-provided bulletin board. Such bulletin board shall be for the purpose of posting routine bulletins and notices. The Union will only place appropriate bulletins on the bulletin board that will not include derogatory statements regarding Management, nor will it include details of active grievances.

4.11

**Union Meetings**

The Union will be allowed to conduct routine Union meetings on the Employer premises, provided reasonable advance notice of such meeting is given to the Employer. It is presumed such meeting will not be held on Employer time unless otherwise agreed.

**ARTICLE 5 MANAGEMENT RIGHTS**

5.01

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

- (a) maintain order, discipline and efficiency;
- (b) hire, direct and classify employees;
- (c) promote and demote employees, or to suspend, transfer, lay off or discharge employees for proper and just cause;
- (d) make and alter from time to time reasonable rules and regulations to be observed by employees provided such rules and regulations are not inconsistent with the terms of this Agreement;

- (e) to manage the enterprise in which the Employer is engaged and, without limiting the generality of the foregoing, to determine the number of employees required and the methods, procedures, materials and equipment to be used, schedules of work and all other matters concerning the administration and operation of the warehouse not otherwise specifically dealt with elsewhere in this Agreement.

5.02 The Employer agrees these rights will be exercised in a manner consistent with the provisions of this Agreement.

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

## **ARTICLE 6 BARGAINING UNIT WORK**

6.01 Management shall not perform duties that are normally performed by the employees they supervise except where the work is:

- (a) for the purpose of instruction or coping with an emergency;
- (b) to overcome production difficulties caused by the absence of an employee(s).

6.02 Except as provided in 6.01 above, persons excluded from the bargaining unit shall not perform bargaining unit work.

## **ARTICLE 7 PROBATIONARY PERIOD**

### **7.01 Full-Time Probationary Period**

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

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

7.02

**Part-Time Probationary Period**

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

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

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

7.03

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

**ARTICLE 8 HOURS OF WORK**

8.01

The regular hours of work for warehouse employees shall not exceed eight (8) per day or forty (40) per week, or ten (10) per day or forty (40) per week with all hours worked in excess being paid at the overtime rate. If a full-time employee works anytime outside the posted work schedule, he/she shall be paid all such hours at the overtime rate. Part-time employees may be called in outside the posted work schedule and overtime rates will apply at the end of the applicable shift, eight (8) or ten (10) hours, or upon reaching forty (40) hours in a week.

The Employer shall assign the ten (10) hour shifts to those employees willing to work same. In the event an insufficient number of employees express such preference, the Employer will assign said shifts.

Part-time employees shall not be worked or scheduled to work for the purpose of having a full-time employee work less than their scheduled shift. It is understood, however, that exceptions may occur to meet delivery schedules and on-time customer deliveries.

8.02

The scheduling of part-time employees will be by seniority providing the senior part-time employee is available, willing and qualified to perform the normal functions of the job in a satisfactory manner.

In no event will part-time employees be scheduled for less than four (4) hours per shift.

8.03 Employees' shifts for the following week shall be posted on the bulletin board by Wednesday 3:30 p.m. (nights by Thursday 1:30 a.m.) of each week and updated as required. Full-time employees will not have their normal schedule changed without mutual agreement between the employee and the Employer

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

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

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

8.06 When an employee is required to work two (2) hours or more overtime immediately following the end of his/her scheduled shift, s/he will then be provided with a meal allowance of ten dollars and twenty-five cents (\$10.25) effective the first full pay period following March 29, 2013.

8.07 **For employees scheduled to work an eight (8) hour shift** the Employer will provide two (2) fifteen (15) minute paid rest periods on each work day, one during the first half and one during the second half of said shift. **For employees scheduled to work a ten (10) hour shift the Employer will provide one (1) fifteen (15) minute paid rest period during the first half of said shift and one (1) twenty (20) minute paid rest period during the second half of the shift.** An employee who works one and one-half (1½) hours or more overtime after the end of his/her regular shift will be provided a fifteen (15) minute rest period. Such rest periods shall continue on one and one-half (1½) hour intervals following the last rest period. Employees will receive a one-half (½) hour paid lunch break for four (4) hours or more overtime worked, if such overtime is subsequent to working his/her regular scheduled shift. An employee working an overtime shift shall be entitled to a paid one half (½) hour lunch break after he/she has worked four (4) hours in excess of his/her regular eight (8) or ten (10) hours.

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

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

8.08 **Call-in Pay**

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

8.09 **Reporting Pay**

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

**ARTICLE 9 OVERTIME**

9.01 For all hours worked in excess of forty (40) in any work week, or, eight (8) hours or ten (10) hours in any day, depending on the employee's schedule (i.e. 5 x 8 or 4 x 10), an employee shall be paid at the rate of time and one-half (1 ½).

9.02 The Employer shall, at the end of each week, post an overtime notice which shall be applicable for both the day and night shifts as well as the specific day of the following week, whereby employees wishing to be considered for overtime immediately following their scheduled shifts or on their day of rest will make their daily availability known by signing such overtime notice. Employees may sign said list up to and including the day the overtime shift is required (as long as the overtime has not been scheduled by the time the employee signs). Further, employees who have signed the aforementioned list for Saturday or Sunday shall be notified no later than 3:00 p.m. Friday for work on Saturday or Sunday. When an employee signs the aforementioned overtime sheet he/she has committed him/herself to being available for the time in which he/she signed up, and said shift shall be considered a scheduled shift for the purposes of attendance. If an employee has not been notified by 3:00 p.m. on Friday for Saturday or Sunday shifts, they are not obligated to work said shifts.

When overtime is required, the senior employee(s) who have signed the overtime notice referred to above shall be the first who work such overtime. In the event there is an insufficient number of employees signed up on the aforementioned list, junior employee(s) in reverse seniority shall be required to perform such work. Employees who have a legitimate reason for not being able to work the required overtime shall not be forced to do so.

Prior to calling in unscheduled part-time employees, the Employer shall offer overtime to all full-time employees and scheduled part-time employees on the applicable shift(s).

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

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

**ARTICLE 10**      **GENERAL HOLIDAYS**

10.01 The following shall be considered as General Holidays:

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

10.02 General Holiday Pay Eligibility: All employees are entitled to general holiday pay if they work their scheduled shift prior, after, and on the day of the holiday (if required) unless they are absent due to an authorized leave of absence, on vacation, or due to a legitimate illness or injury, in which case, the employee will not be disentitled. Full-time employees who are normally scheduled on a five (5) day eight (8) hour schedule shall receive eight (8) hours of holiday pay at their regular rate for each holiday identified within the Agreement. Full-time employees who are normally scheduled on a four (4) day ten (10) hour schedule shall receive ten (10) hours of holiday pay at their regular rate for each holiday identified within the Agreement.

Full-time employees who are normally scheduled on a four (4) ten (10) hour schedule, who are not scheduled to work the general holiday, shall be provided with a day off in lieu with general holiday pay at a time mutually agreed to by the employee and the Employer.

Part-time employees shall be compensated for General Holidays in accordance with the Employment Standards Act.

10.03 Any employee who works on a General Holiday shall be paid time and one half (1.5x) his/her regular hourly rate of pay for all time so worked, or given an alternate day off, in addition to any General Holiday Pay to which the employee is entitled.

**In the event the employer does not need a full complement of employees on a statutory holiday, based on the requirements of the work to be performed, the Employer will canvas the workforce and offer the statutory holiday off by seniority and operational needs.**

Effective the first full pay period following March 29, 2013 a six (\$6.00) dollar per hour General Holiday premium shall apply to all employees for each hour worked on a general holiday.

## **ARTICLE 11      WAGES**

11.01 Wages and classifications of work shall be set out in Appendix "B" attached hereto and forming part of this Agreement.

11.02 Where it is necessary to establish a new classification and wage the Employer shall discuss such change with the Union. If the Employer and the Union are unable to agree on the wage for this new classification, the parties will present their positions through Mediation. Failure to agree during this process will result in the matter being referred to Arbitration commencing at the fourth step of the grievance procedure herein.

11.03 All employees shall be paid every second Thursday by direct deposit to the financial institution of the employee's choice. In a week of a General Holiday the pay deposit day may be delayed by one (1) day.

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

## **ARTICLE 12 NO STRIKE OR LOCKOUT**

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

## **ARTICLE 13 SENIORITY/LAYOFF/RECALL/PROMOTION/JOB POSTINGS**

13.01 Seniority is defined as the length of an employee's full-time service with the Employer, provided however, that an employee will be on probation and not subject to the seniority provisions contained herein, until s/he has completed the probationary period referred to in Article 7 hereof.

There shall be one (1) seniority list for all Warehouse employees, referred to in Article 2.05 hereof, such list shall list the employees in the following sequence:

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

Part-time employees who subsequently become full-time employees shall have a full-time seniority date effective the date of being promoted to full-time. No employees shall endure more than one probationary period unless such employee has lost all seniority with the Employer.

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



- (a) voluntarily resigns from the service of the Employer;
- (b) is discharged for just cause and not reinstated through the grievance procedure;
- (c) is absent from work without good and proper reason;
- (d) fails to return to work when recalled from layoff as provided under Article 13.03;
- (e) has been off the payroll for more than one (1) calendar year, unless the employee is off work on worker's compensation benefits (WCB), long term disability (LTD) or Manitoba Public Insurance (MPI) benefits.

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

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

**SECOND** Part-time employees with seniority in reverse order of seniority, provided the retained employees can perform the duties assigned to them in a manner satisfactory to the Employer.

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

#### **Recall Procedures**

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

When recalling a person from layoff the Employer shall notify him by registered letter sent to his/her last known address and a copy of the letter will be sent to the Union. The employee shall notify the Employer of his/her intention to return to the service of the Employer within five (5) working days of the date of registration of such letter and shall return within the next five (5) working days. In cases where it is necessary to secure workers in less time than the required notice, the Employer, if unable to make contact with the senior eligible employee, may recall the next junior employee and so on down the list until the vacancies are filled. Should the senior employee subsequently report within the required time, he shall be given the work for

which the next junior employee was recalled. It shall be the responsibility of each employee to notify the Employer of all temporary or permanent changes in address.

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

13.05 Full-time and part-time vacancies or newly created classifications, or additional positions added at the discretion of the Employer within an existing classification, within the bargaining unit, shall be posted for five (5) working days. Such vacancies, newly created classifications, or additional full-time or part-time positions as indicated above shall be filled as set out in Section 13.04. All postings shall indicate the shift. Vacancies will be posted as soon as possible in order to ensure that whenever possible, the successful applicant starts in their new position as soon as the last employee vacates it. Prior to commencement of vacation, an employee must provide written application to apply for said jobs.

All posted positions shall be awarded within five (5) working days of the posting process above being completed. The successful applicant for the position will start their new position within a reasonable period of time. The name of the successful applicant will be posted on the communication board in the warehouse lunchroom for all employees to see.

- (a) A full-time vacancy is created when either of the following takes place:
  - i) a full-time employee in a classified position leaves the service of the Employer and the position continues to be required;
  - ii) a full-time employee in a classified position is off the payroll longer than allowed in Section 13.02 (e);
  - iii) a full-time employee in a classified position has forfeited his seniority due to a promotion as defined in Section 13.08;
  - iv) a new full-time classification is added to Appendix "B" Wages.
- (b) If a full-time vacancy is filled by a full-time employee in a classified position and his/her position becomes a vacancy, a subsequent posting shall be required. Further vacancies shall be filled by the Employer.

- (c) If a full-time vacancy is filled by a part-time employee then such part-time employee shall have his/her status changed to full-time upon completion of the training and trial period referred to in Section 13.04.

13.06 Employees, with seniority, shall be given preference to fill temporary positions of one (1) week or more duration, provided the employee(s) is able to perform the work in a satisfactory manner. **The Supervisor will canvas the workforce and have employees sign off in order of seniority.**

**For temporary positions of less than one (1) week the Employer will canvas the workforce and the most senior employee with the same shift start time as the absent employee will receive the position.**

13.07 Employees shall be allowed to make application for a preferred shift and the Employer shall be required to post such preferred shifts when:

- (a) the starting time of any of the shifts, in effect at the time, change by two (2) or more hours;
- (b) six (6) or more employees on any of the shifts, in effect at the time, have their schedule changed;
- (c) the Employer eliminates a specific shift that is in effect at the time. In this event, the Employer shall allocate those part-time employees on the eliminated shift, who have less than six hundred (600) hours of employment with the Employer, to the remaining shifts and subsequent to that the remaining employees in order of seniority can select the shift of their choice based on the starting times of the remaining shifts and the number of employees required on each shift.
- (d) the Employer requires less than the present number of employees on a shift that is in effect at the time and such number of employees is less than six (6) as referred to in (b) above. In this event, the senior employees shall be given preference to go on another shift as designated by the Employer.

It is understood that the absent senior employee who becomes aware of a preferred shift selection can apply for such shift by contacting the **Day Warehouse Manager or Night Warehouse Manager.**

The Employer shall inform the Chief Steward (or his/her designate) of any decision regarding a change of shifts as it pertains to the above.

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

## **ARTICLE 14      VACATIONS**

### **14.01      Full-time Vacation Calculation**

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

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

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

52

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

### **14.03      Part-time Promoted to Full Time**

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

14.04

**Full-time Vacation Entitlement**

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

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

14.05 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set out above in Article 14.04, are that they have worked for the Employer not less than 95% of the regular full time assigned working hours during a continuous 12 month period, but time for absence from work not to include:

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

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

14.06

**Part-time Vacation Calculation and Entitlement**

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

14.07                    **The Employer shall provide the following number of employees to be off on vacation all fifty-two (52) weeks of the year:**

- (a) Day Shift: A minimum five (5) employees or a minimum of fifteen (15%) percent of employees, whichever is greater (excluding the maintenance department).**
- (b) Night Shift: A minimum six (6) employees or a minimum of ten (10%) percent of employees, whichever is greater.**
- (c) Maintenance will be allowed a minimum of one (1) employee.**
- (d) When an employee voluntarily takes a temporary job assignment, he/she shall select his/her vacation within the job assignment. For example, when a night shift warehouse employee moves from the night shift to the day shift, he/she shall select his/her vacation in seniority order with the day warehouse, subject to the provisions outlined in (e) below.**
- (e) Summer Relief employees will not be permitted to take vacation within the months of June, July or August.**
- (f) Saturday/Sunday Day Shift: For single day off requests once the vacation planner is completed, minimum percentages outlined in (a) of this section shall apply.**

**For the purpose of calculation, numbers will be rounded to the second decimal place (i.e. 6.49 rounds to 6.00; 6.50 rounds to 7.00).**

14.08                    **Vacation Scheduling and Selection**

Vacation selection shall be in seniority order. Each employee may select up to eighty (80) hours' vacation during each round of vacation selection. The seniority list will be exhausted on each shift (day/night) during each round of vacation selection. Selection will continue until all employees have had the opportunity to select all of their vacation. Any hours in excess of 160 hours may be paid out upon request. Each employee shall take his or her vacation during the vacation year in which she/he becomes entitled.

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

14.10 Vacations may be taken only in increments of forty (40) hours or multiples thereof with the exception being where a General Holiday falls within the vacation period. In such case the Employer will give the employee the opportunity of receiving eight (8) hours pay (ten (10) hours pay if the employee is working ten (10) hour shifts) at the employee's regular hourly rate for such General Holiday or allocating an alternate day to be taken at a time to be agreed upon between the Employer and the employee.

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

14.12 **Hospitalization During Vacation**

A full-time employee who is hospitalized due to illness or injury during his/her vacation may file a claim for sick pay benefits. The unused vacation pay shall be returned and the unused vacation shall be rescheduled following the employee's return to work. In the event the unused vacation envelopes the January 1<sup>st</sup> cut-off date, the Employer may, at their discretion, pay the outstanding vacation pay or reschedule the vacation on a mutually agreed date in the next vacation year.

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

14.13 **Vacation Other**

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

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

## **ARTICLE 15 SAFETY AND HEALTH**

15.01 The Employer and the Union are committed to the safety and health of all employees. As such there shall be a Safety Committee comprised of five (5) employees from management and five (5) employees from the bargaining units (4 from the Warehouse and 1 from Inventory Control - **in the event that no one from Inventory Control wants to be on the committee another employee from the Warehouse can fill this vacancy**) that shall meet on a regular basis. The Employer and the Union agree that all members of the Joint Health & Safety Committee are fully engaged and actively participate. This Safety Committee may make recommendations on matters affecting the safety and health of employees. It is understood that recommendations shall be acted upon in an expeditious manner. The safety committee meetings shall be considered as work time for those employees assigned to the committee. The Employer will post minutes of the Safety Committee meetings on a bulletin board and forward a copy of such minutes to the Union Office.

15.02 As it is a requirement to wear CSA approved safety footwear, employees with seniority shall receive, effective first full pay period, **March 31, 2014** a reimbursement of one hundred and forty (\$140.00) dollars towards the purchase of CSA approved safety footwear. **Effective March 31, 2020 the allowance will be one hundred and fifty (\$150.00) dollars** shall be paid through payroll deposit once a year to those eligible as of May 1<sup>st</sup> of each year. In the event that an employee's **safety footwear** fail to meet CSA standards through wear and tear, the employee will be required to purchase new **safety footwear prior to the commencement of their next shift or as soon as management becomes aware.**

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

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

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

**Upon request, employee's performing the responsibilities of receiver, loader, or returns for at least one (1) full shift per week, will receive one (1) insulated jacket or one (1) insulated pant, no more than once every five (5) years.**

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



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

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

## **ARTICLE 16 LEAVE OF ABSENCE**

### **16.01 Bereavement Leave**

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

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

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

### **16.02 Compassionate Care Leave**

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

### **16.03 Jury Duty**

The Employer shall continue to pay a full-time employee for scheduled hours at his regular hourly rate for time he is away when summoned to appear or required to serve jury duty. Within one (1) month of the employee's return to work he will reimburse the Employer the full amount of any court fees received from the

Government. It is understood that the employee will report to work during regular hours that he is not required to attend court and may be required to produce a certificate of service from the court office if requested by the Employer.

16.04                    **Personal Leave of Absence**

Leave of absence may be granted to an employee by the Employer for good and sufficient reason upon application by the employee. If leave of absence is for a period of one (1) week or more, written application shall be made by the employee to the Employer, and if the leave is granted by the Employer, it shall be confirmed in writing and a copy thereof sent to the Union. Seniority shall accumulate through periods of such leave of absence.

16.05                    **Maternity Leave**

A female employee who has completed her probationary period and/or seven (7) consecutive months of employment shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she is entitled and so chooses to take parental leave immediately following her maternity leave.

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

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

Sick leave benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Memorandum Regarding Sick Leave attached hereto.

16.06                    **Parental Leave**

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

- (a)    who,

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

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

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

#### **16.07                      Family Leave**

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

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

**A note will not be required to take Family Leave.**

### **ARTICLE 17                      WORKERS COMPENSATION BENEFITS**

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

Board from the Employer and employee shall be provided immediately. The Employer shall endeavour to assist any employee for the purposes of expediting the process of filing a WCB claim and providing information to the employee and the Workers' Compensation Board to process said claim.

17.02 An employee suffering an injury or illness who qualifies for workers compensation benefits shall be paid for the scheduled hours lost for which s/he would otherwise have worked on the day of their injury or illness.

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

## **ARTICLE 18 REPRIMAND**

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

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

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

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

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

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

## **ARTICLE 19 GRIEVANCE PROCEDURE**

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

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

- FIRST:** The grievance form must be submitted to the Supervisor before a grievance meeting is scheduled between the aggrieved employee and his or her immediate Supervisor and Manager. The steward or a Union Representative will present the grievance on behalf of the employee to the employee's Supervisor and Manager. The decision of the Supervisor and Manager shall be given within five (5) calendar days following presentation of the grievance. Failing settlement; the steward or the Union Representative may advance the grievance to the next step.
- SECOND:** Within seven (7) calendar days following the decision under the first step, the Union Representative shall take the matter up with the Manager for the respective shift, Human Resources and the Operations Manager. The aggrieved employee may accompany the Union Representative if s/he so desires. The decision of the second step shall be given within fourteen (14) calendar days. Failing settlement; the steward or the Union Representative may advance the grievance to the next step.
- THIRD:** If the grievance remains unsettled, then within fourteen (14) calendar days of the date of the decision under the second step, the grievance shall be referred to an arbitrator as provided under Article 20 of this Agreement.

19.03 The term "working day" for the purposes of this Article shall not be deemed to include Saturdays, Sundays and General Holidays.

19.04 If an employee, who has completed the probationary period, alleges that s/he has been unjustly discharged, s/he shall notify the Employer, in writing, within five (5) working days after date of separation, stating the reason of objection to the discharge and the grievance will be considered commencing with the second step of 19.02 of this Article.

19.05 Should any grievance arise directly between the Employer and the Union as to the interpretation and application of the provisions of this Agreement, the grievance shall be taken up commencing with the second step of 19.02 of this Article.

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

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

## **ARTICLE 20      ARBITRATION**

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

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

20.03 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator chosen in order from the panel listed below:

Michael Werier  
Gavin Wood  
**Patrick Riley**  
Bill Hamilton

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

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

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

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

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

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

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

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

## **ARTICLE 21 NO WORKPLACE HARASSMENT**

21.01 The Employer and the Union agree that no form of harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving harassment to be treated in strict confidence. Any employee who believes that they have been harassed, shall report this to the Human Resources **Director, Warehouse Manager** or the full-time Union Representative.

## **ARTICLE 22            LABOUR MANAGEMENT RELATIONS**

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

22.02            Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union Office shall be provided with a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 23            LETTERS OF UNDERSTANDING**

23.01            All Letters of Understanding and Memorandums attached to this Collective Bargaining Agreement shall be an integral part of the Collective Bargaining Agreement.

## **ARTICLE 24            DURATION OF AGREEMENT**

24.01            This Agreement shall be in effect from date of signing, and shall remain in effect until **March 29, 2022**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Collective Agreement or to negotiate a revision thereof.



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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE

This Appendix shall form part of the Collective Bargaining Agreement.

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

Eligibility for Health and Welfare Benefits are restricted to full-time employees with seniority unless otherwise specified.

#### A-1 Welfare/Benefit Plans

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

#### A-2 Sick Pay

A Employer paid Sick Pay Plan shall be provided as described in the Memorandum Regarding Sick Pay as attached hereto.

#### A-3 Dental Plan

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

If required, the Employer agrees to pay up to one (1¢) cent per hour per year in addition to the above **thirty eight (0.38)** cents per hour only when the Trustees of the Manitoba Food & Commercial Workers Dental Plan require the one (1¢) cent per hour per year increase to go to the next annual dental fee schedule.

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

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

A-4 **Vision Care Plan**

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

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

A-5 **Hearing Care Plan**

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

A-6 **Group Life Insurance Plan**

Following the completion of one (1) year of service, the Employer shall, effective January 1<sup>st</sup> of the next calendar year, provide an Employer paid Life Insurance equal to the earnings class for each full-time employee. Earnings class is defined as 2080 x 2 x the regular hourly rate of pay of the employee as of January 1<sup>st</sup> of each year. The Accidental Death and Dismemberment Benefit shall be increased accordingly.

A-7 **Long Term Disability Plan**

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

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

designated institution. Any case involving mental illness will require continued treatment under an approved specialist, and will only be paid in case of severe conditions involving personality disorganization (psychotic conditions).

- c) The amount of benefit will be 85% of base wage at the time of disability to a maximum of \$2,000.00 per month; **effective March 30, 2021 the amount of benefit will be 85% of base wage at the time of disability to a maximum of \$2,500.00** less any benefit for which the employee is eligible under the Canada Pension Plan Primary Disability Benefit, Workers Compensation, or other Government sponsored benefit. The employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his application for them has been denied.
- d) The benefit will commence after the employee has been absent due to the disability for one year or after his/her sick pay or Employment Insurance entitlement has expired, whichever is earlier, and will be payable until recovery, actual retirement date, normal retirement date or death, whichever comes first.
- e) Should an employee return to work after collecting Long Term Disability Benefits and subsequently again cease to work as a result of the same or a related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the employee's return to work; otherwise, the employee will be subject to the normal waiting period before the benefit commences.
- f) Where an employee returns to work under an approved rehabilitation program of up to 24 months, the benefit will be reduced by 50% of any earnings provided the total gross income from all services does not exceed the pre-disability normal gross wage.
- g) No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another employer, or commission of a felony.

#### A-8 **Sysco Canada Defined Contribution Union Pension Plan**

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

**APPENDIX "B"**

**WAGES**

**B-1 Schedule of Wages**

**Schedule I            Effective the first full pay period following March 29, 2018, the Schedule of Wages shall be:**

	<b>Start</b>	<b>After 2000 Hours</b>	<b>After 4000 Hours</b>	<b>After 6000 Hours</b>	<b>After 8000 Hours</b>
Part-time	20.05	20.30	21.30	22.30	24.40
Warehouse Worker	20.30	21.30	22.30	23.80	26.35
Receiver	20.30	21.55	22.55	24.05	26.40
Janitor	18.05	19.05	20.05	21.30	21.55
Part-time Janitor	18.05	19.05	19.55	19.55	19.55

**Schedule II            Effective the first full pay period following March 29, 2019 the Schedule of Wages shall be:**

	<b>Start</b>	<b>After 2000 Hours</b>	<b>After 4000 Hours</b>	<b>After 6000 Hours</b>	<b>After 8000 Hours</b>
Part-time	20.60	20.85	21.85	22.85	24.95
Warehouse Worker	20.85	21.85	22.85	24.35	26.90
Receiver	20.85	22.10	23.10	24.60	26.95
Janitor	18.60	19.60	20.60	21.85	22.10
Part-time Janitor	18.60	19.60	20.10	20.10	20.10

**Schedule III Effective the first full pay period following March 29, 2020 the Schedule of Wages shall be:**

	<b>Start</b>	<b>After 2000 Hours</b>	<b>After 4000 Hours</b>	<b>After 6000 Hours</b>	<b>After 8000 Hours</b>
Part-time	21.20	21.45	22.45	23.45	25.55
Warehouse Worker	21.45	22.45	23.45	24.95	27.50
Receiver	21.45	22.70	23.70	25.20	27.55
Janitor	19.20	20.20	21.20	22.45	22.70
Part-time Janitor	19.20	20.20	20.70	20.70	20.70

**Schedule IV Effective the first full pay period following March 29, 2021 the Schedule of Wages shall be:**

	<b>Start</b>	<b>After 2000 Hours</b>	<b>After 4000 Hours</b>	<b>After 6000 Hours</b>	<b>After 8000 Hours</b>
Part-time	21.85	22.10	23.10	24.10	26.20
Warehouse Worker	22.10	23.10	24.10	25.60	28.15
Receiver	22.10	23.35	24.35	25.85	28.20
Janitor	19.85	20.85	21.85	23.10	23.35
Part-time Janitor	19.85	20.85	21.35	21.35	21.35

B-2 A premium of sixty-five (65¢) cents per hour shall be paid to Lead Hands **for all full hours worked performing Lead Hand duties, as assigned by Management.** Such premium shall be sixty-five (65¢) cents per hour above their own rate of pay **only when they are assisting Management, otherwise their rate of pay would fall under their classification as defined under Wages in section B.** It is understood that Lead hands are appointed by Management. It is understood Lead Hands cannot hire, terminate or administer formal discipline to an employee. Formal discipline is defined as discipline that would be entered in an employee's file. **When an associate is assigned to assist with training, they will receive the Lead Hand premium of sixty-five (\$0.65) cents per hour for each full hour worked assisting with training.**

- B-3 Where an employee is temporarily transferred to a higher rated job for a period of one (1) or more days, s/he shall receive the higher rate retroactive to the first day of the assignment.
- B-4 Effective the first full pay period following March 29, 2013, a one dollar and twenty cent (\$1.20) per hour Night Shift Premium shall apply to all employees for each full hour worked between 6:00 p.m. and 6:00 a.m. whose shift commences after 12:00 noon and before 6:00 am. Overtime hours worked where an employee would be eligible for night shift premium will be included for night shift premium.
- B-5 Effective the first full pay period following March 29, 2013, a one dollar and twenty cent (\$1.20) per hour Freezer Premium shall apply to all employees for each full hour worked in the freezer.
- B-6 A part-time employee who is promoted to full-time status, or who was successful in filling a full-time vacancy, shall have his/her wage rate changed to that of a warehouse worker or other applicable classified position. Such wage rate shall be the rate next highest to their existing part-time rate. Except as provided elsewhere, the part-time employee who becomes full-time shall have his/her accumulated regular hours credited for pay purposes only.

**APPENDIX "C"**

**EDUCATION AND TRAINING TRUST FUND**

The Employer agrees to pay ten (10¢) cents per hour into the Manitoba Food and Commercial Workers Education and Training Trust Fund. The hours for which the Employer will contribute said amount will be for all regular hours worked in the bargaining unit and shall be remitted to the Union in the same manner as when remitting union dues.



## **MEMORANDUM REGARDING SICK PAY**

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

### **1. ELIGIBILITY**

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

### **2. LENGTH OF BENEFITS**

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

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

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

### **3. SICK PAY LADDER**

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

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

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

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

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

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

#### **4. REINSTATEMENT OF BENEFITS**

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

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

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

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

## **5. ATTENDANCE INCENTIVE**

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

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

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

**A part-time employee who has had perfect attendance in any six (6) month period will be granted one “floater day”. The employee may apply the floater day in the event of a single day of absence for sickness or off the job injury. The employee using the floater day will receive 100% compensation. Employees may carry forward up to a maximum of four (4) floater days. Floater days will not be paid out in the event of termination of employment for any reason. The employer will provide the number of floater days to each employee upon request.**

**Alternatively, an employee may apply a floater day for use as an approved time off request, subject to the provisions of 14.07. Floater days will not be paid out in the event of termination of employment for any reasons.**

## **6. MISCELLANEOUS**

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

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

## LETTERS OF UNDERSTANDING

**BETWEEN:**

**SYSCO Winnipeg, a division of Sysco Canada Inc.**, hereinafter referred to as the "Employer"

and

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

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

### **Letter #1**

#### **Full-time Ratio**

The parties agree the main purpose of part-time employees is to augment the regular full-time work force and to fulfill the needs of the business, wherein the Employer is allowed to remain competitive in the marketplace in which it functions. However the ratio of supplemental part-time employees shall not exceed twenty-two (22%) **Effective March 29, 2019 the ratio will go to twenty (20%)** percent of the total workforce excluding those part-time employees who are being utilized to replace full-time employees who are not present as a result of vacation utilization, illness etc.

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

1. Determine the regular hours worked by all employees during the six (6) pay periods, subsequent to September 30, as well as the six (6) pay periods preceding April 1.
2. The part-time complement allowed shall be measured by adding twenty-two (22%)percent of the hours of 1. above plus the total of all hours of full-time employees absent due to vacations, sickness, paid holidays, leaves of absence, workers compensation or absent without leave. **Effective March 29, 2019 the ratio will go to twenty (20%) calculated using the formula in this section.**

3. If it is found that the part-time component has exceeded twenty-two (22%) **twenty (20%) effective March 29, 2019** percent as measured in 2. above, the Employer shall, each January 2<sup>nd</sup> and April 1<sup>st</sup> promote those part-time employees required to meet or exceed the twenty-two (22%) **effective March 29, 2019 twenty (20%)** percent component.

An employee promoted to full-time status shall not be demoted to part-time status unless the Employer suffers a significant reduction in volume or the full-time employee is not available for regularly scheduled full-time shifts.

The Employer shall maintain a full-time workforce of at least sixty (60) employees, and **effective June 1, 2018 three (3)** of which shall be full-time janitors.

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

## **Letter # 2**

### **Temporary Full-Time Vacancies**

In the event that a full-time employee in a classified position is off the payroll longer than allowed in section 13.02(e), the Employer will fill the vacancy with an employee who, on a temporary basis, will have access to all full-time terms and conditions of employment as per the Collective Agreement except for health & welfare benefits. Vacation shall be calculated as per the part-time calculation.

## **Letter # 3**

### **Pension Transition**

All probationary employees (as of April 21, 2013) and all future employees will join the Sysco Canada Defined Contribution Union Pension Plan with no amendments or additions. As a consequence those employees will not be entitled to the add-ons outlined below.

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

1. The Employer will commence contributions for all eligible employees in the amount six hundred (\$600.00) dollars per person per year into the Sysco Canada Defined Contribution Union Pension Plan for the years of service between April 21, 2013 and end of employment with Sysco.
2. All payments will become part of the employee's Sysco Canada Defined Contribution Union Pension Plan account and will be made available upon retirement.
3. Sysco Canada Defined Contribution Union Pension Plan text rules to apply.

### Affected Employees

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

- i) Six hundred (\$600) dollars per year for the years of service between April 21, 2013 and end of employment with Sysco:
  - Robert Crocker
  - Jason Spencer
  - Albert Duhamel
  - Peter Hildebrand
  - Michael Hagen
  - Mark Ziemanski
  - Pete Vermeulen
  - Thomas Maslyk
  - Maurice Phaneuf
  - Michael Hargrove
  - Dave Bennett
  - Rodger Timlick
  - Sandy Barylski
  - John Craig
  - Dean Hodgins
  - Tony Guffei
  - Sean Murray
  - Robert Schmidtke
  - Barry Derksen
  - Albert Hamilton
  - James Pike
  - Geoffrey Taite
  - Paul Fontaine
  - John Donald

- Jason Shepell
- Leslie Deaust
- David Fierce
- Stephen Kui
- Roy Scarlett
- Matthew Wyatt
- Patrick James
- Gerald Velez
- Jason Gross
- David Menzies Irwin
- Kevin Wicharenko
- Darren Wicharenko
- Kevin Landry
- Waqas Mian
- Jeremy Castro
- Eric Stoddard
- Mathew Boutet
- Alex Castro
- Michael-James Mulder
- Shawn Moose
- Edric Comia
- Allan Mendoza
- Luke Breen
- Brady Moody
- Matt Bennett
- Dave Paulo Quiambao
- Cory Nemis
- Mickey Porayko
- Mitchell Dunphy
- Victor Morin
- Alson Caburnay
- Rowell Legaspi
- Jayson Brakefield-Moore
- Kade Potter

**Employee Contributions: Employees must contribute 2.5%**  
**Employer Contributions: The Employer will contribute 2.5%**

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**SYSCO Winnipeg, a division of  
Sysco Canada Inc., hereinafter  
referred to as the "Employer"**

**and**

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

**It is hereby understood and agreed between the parties that this letter will join the other letters of understanding in the Collective Agreement**

**Engineered Labour Standards (ELS)**

**Both parties agree to work together on the following concerns:**

**Joint Labour Management Meetings (JLM):**

**Where either party has a concern with labour standards, they shall raise the concern at the next JLM meeting. The parties will endeavour to review and respond to the issue(s) by the next meeting or as soon as possible. Minutes of these meetings, specific to engineered labour standards will be posted for all employees to see.**

**Should a qualified industrial engineer be required to address unresolved concerns, and is mutually agreed upon by both the Employer and the Union, the cost of the engineer will be shared equally between both parties subject to the following provision: any requests made within twelve (12) months prior to or after a full Company Engineered Labour Standards audit will be paid for solely by the Union.**

**The parties will complete these steps to try to resolve any concerns before filing a grievance. However, it is expressly agreed by the parties that the Union shall have the right to grieve and advance to arbitration any unresolved concern that**

parts of the labour standards or the Labour Standards Policy are unreasonable workplace rules that can lead to discipline.

Individual performance concerns shall be excluded from the JLM meetings.

**Performance Management:**

The new Labour Standards Policy is designed to implement, administer and maintain labour standards, based upon fair, safe and achievable standards, providing progressively positive results. Formal follow up steps to ensure enforcement of this policy are guided by the Sysco Performance Improvement Program.

Upon implementation of the new Labour Standards Policy, all disciplines issued within the past eight (8) weeks regarding Engineered Labour Standards (ELS) will be rolled back one (1) step.

**Technology Changes:**

Technology Changes shall mean the introduction by the Employer into its workplace, of equipment of a significantly different nature or kind than that previously used in the operation of the workplace that causes one (1) or more employees to be permanently laid off.

The Employer shall give the Union notice of the technological change at least thirty (30) days prior to the date on which the change is to be effected. The notice shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date upon which the Employer proposes to effect the change;
- (c) the approximate number and type of employees likely to be affected by the change;
- (d) the effect the change is likely to have on the employees concerned.

No later than ten (10) days after the notice referred to above, the Employer and the Union shall meet to discuss the information contained in the notice with a view to minimizing any adverse effects of the changes.

### **Updating the Standards:**

When any significant changes are made to the Engineered Labour Standards, the Company will provide, at the Union's request, a high-level summary of changes made, to the Union's engineer.

### **Reporting of Delays:**

It is understood that delays may occur during a shift. The Company will endeavour to provide the following information to employees prior to the beginning of their next shift:

- a) ELS percentage
- b) Any delays that were not entered
- c) Scan rate for selection

### **Moving Job Functions:**

A ramp up will be given to Employees who are assigned to a new job function.

Employees who have been away from a job function for between 6 and 12 months will have a ramp up period of twenty (20) hours when re-assigned to that job function.

Employees who have been away from a job function for more than one (1) year will have a ramp up period of forty (40) hours when re-assigned to that job function.

### **Transparency to Employees:**

To improve the transparency of the labour standards, a computer will be made available for those employees who choose to review their labour standards performance during the shift.

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**SYSCO Winnipeg, a division of  
Sysco Canada Inc., hereinafter  
referred to as the "Employer"**

**and**

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

**It is hereby understood and agreed between the parties that this letter will join the  
other letters of understanding in the Collective Agreement**

**Lead Hand Duties, Responsibilities and Premium**

**After full discussion with the Union, the Employer will set out in writing the duties  
and responsibilities of a Lead Hand and it is agreed that an Employee appointed  
as a Lead Hand will receive the Lead Hand Premium when performing these  
duties.**

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

**SIGNED THIS DAY OF , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**SYSCO Winnipeg, a division of Sysco Canada Inc., hereinafter referred to as the "Employer"**

**and**

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

**It is hereby understood and agreed between the parties that this letter will join the other letters of understanding in the Collective Agreement**

**Vacation Accrual During Sick Leave**

**For the duration of this Collective Agreement, the Employer will continue its past practice for absences greater than 30 working days under article 14.05. For clarity, notwithstanding the wording of article 14.05, vacation will accrue during Sick Pay benefits leave greater than 30 working days.**

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #7**

**BETWEEN:**

**SYSCO Winnipeg, a division of  
Sysco Canada Inc., hereinafter  
referred to as the "Employer"**

**and**

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

**It is hereby understood and agreed between the parties that this letter will join the other letters of understanding in the Collective Agreement**

**Welfare/Benefit Plan for Part-time Employees**

**The Employer will provide information to the Union regarding the cost of a Welfare/Benefit plan for part-time employees. If the part-time employees vote in favour of implementing this plan, the premiums and costs will be fully employee-paid and all employees will be required to participate in such plan unless they provide proof of alternate welfare/benefit plan coverage.**

**All part-time employees will be given the opportunity to vote either for or against implementation of this plan no later than April 30, 2018 and the outcome of such vote will determine whether or not part-time employees will participate in the welfare/benefit plan.**

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #8**

**BETWEEN:**

**SYSCO Winnipeg, a division of  
Sysco Canada Inc., hereinafter  
referred to as the "Employer"**

**and**

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

**It is hereby understood and agreed between the parties that this letter will join the other letters of understanding in the Collective Agreement**

**Attendance Management and Doctors' Notes**

**The Employer recognizes that the Union and Employees have concerns with respect to the Attendance Management policy and about the consistency and fairness of when the Employer requests Employees to provide medical documentation to support absences.**

**It is agreed that concerns noted above will be fully discussed at an extended Joint Labour Management Meeting within 2 months of the ratification of the renewed Collective Agreement towards achieving reasonableness and consistency.**

**The Employer agrees that once the Employee provides a satisfactory doctor's note for a period of absence, the Employer will not require a second doctor's note for that same period.**

**It is also agreed that grievances may be filed and advanced to arbitration if it is alleged that the Attendance Management program or the Employer requests for medical documentation violate the Collective Agreement.**

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## EXHIBIT ONE

**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and **SYSCO Winnipeg, a division of Sysco Canada Inc.**, contain the following statements:

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

“The Employer agrees to forward Exhibit one, duly completed as attached to this Agreement, to the Union, within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the Membership Application.

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

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

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