

EXACT GRAPHICS AND PROMOTIONS

FROM: October 17, 2015

TO: October 16, 2019

EXACT GRAPHICS AND PROMOTIONS

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EXPIRY DATE: Oct. 16, 2019

AGREEMENT BETWEEN:

**5349240 Manitoba Inc.,
operating as Exact Graphics
and Promotions,** hereinafter
referred to as the "Employer"

AND

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

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN
ESTABLISHING AND MAINTAINING CONDITIONS WHICH WILL PROMOTE A
HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE
EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR
FAIR AND AMICABLE RESOLUTION OF THE ISSUES WHICH MAY ARISE
BETWEEN THEM, AND TO PROVIDE EFFICIENT OPERATIONS,**

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

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agency for all employees of the Employer employed at its locations in Manitoba. All such eligible employees shall become and remain members of the Union as a condition of employment.

1.02 As provided for in the International Union's Constitution the owners of the Employer are permitted to apply for, and shall be accepted as "Owner Operator Members" of the Union, with such rights and privileges as may be provided to them in the Constitution and this Collective Bargaining Agreement.

1.03 In recognition of the Union granting owner operator membership status the Employer agrees that all management personnel shall pay union dues as provided in Article 3 of this Agreement.

ARTICLE 2 UNION MEMBERSHIP

2.01 The Employer agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement is a member of the Union in good standing, shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall as a condition of employment become members of the Union within thirty (30) days following the date of their employment and shall thereafter maintain membership in the Union in good standing.

2.02 The Employer will procure from such new employees the necessary membership applications and the membership in the Union shall be granted within the above mentioned thirty (30) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to provided they pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Local Union. The Employer will inform the Union within forty-eight (48) hours of all new employees.

ARTICLE 3 DEDUCTION OF UNION DUES

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

3.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee.

3.03 The Employer agrees to provide each new employee and rehired employee, at the time of employment with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees. The contents of such letter must be agreed upon by the Employer.

3.04 The Employer agrees to forward the Membership Application 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.

3.05 The Employer shall provide the Union with a list containing the current names, addresses and telephone numbers of all bargaining unit employees whenever a written request to do so is received from the Union. Such written requests will not be made more than three (3) times per year.

ARTICLE 4 UNION REPRESENTATIVE'S VISITS

4.01 A full-time Union Representative known to the management as the servicing representative will be assigned to service the unit for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

4.02 When entering the workplace and before visiting the workplace the Union Representative shall contact the management representative to advise that they intend to visit the workplace.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Employer shall manage its business in accordance with the commitments and responsibilities subject to the terms and conditions of this Collective Bargaining Agreement.

5.02 **Contracting Out**

No employee shall be laid off or have their hours of work reduced as a result of the Employer contracting out bargaining unit work.

ARTICLE 6 GENERAL HOLIDAYS

6.01 Days designated as general holidays are as follows:

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

and any other day or portion of a day designated as a paid holiday by the Municipal, Provincial or Federal Government.

6.02 Employees shall receive an extra day off with pay or an extra day's pay in lieu of the holiday should the holiday fall on the Saturday or Sunday.

ARTICLE 7 VACATIONS

7.01 All full-time employees covered by this Agreement will have the following vacation entitlement:

- (a) less than one (1) year's continuous service as of August 31st in any year; up to two (2) weeks' vacation with pay computed at four (4%) percent of total earnings up to such August 31st;
- (b) completed one (1) full year or more of continuous service as of August 31st in any year; two (2) weeks' vacation with pay computed at four (4%) percent of total earnings up to such August 31st;
- (c) completed two (2) full years or more of continuous service as of August 31st in any year; three (3) weeks' vacation with pay computed at six (6%) percent of total earnings up to such August 31st;
- (d) completed five (5) full years or more of continuous service as of August 31st in any year; four (4) weeks' vacation with pay computed at eight (8%) percent of total earnings up to such August 31st;
- (e) completed ten (10) full years or more of continuous service as of August 31st in any year; five (5) weeks' vacation with pay computed at ten (10%) percent of total earnings up to such August 31st.

7.02 Employees may take a maximum of two (2) weeks of vacation leave at any one time. If in special circumstances an employee would like greater than two (2) weeks of vacation leave together, the Employer may grant such a request, at their discretion, provided they have received the request in writing at least six (6) months prior to said vacation leave commencing.

ARTICLE 8 OVERTIME

8.01 Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.

ARTICLE 9 **MINIMUM CALL-IN**

9.01 No employee shall be called in to work for less than four (4) hours per day unless the employee chooses to do so.

ARTICLE 10 **GRIEVANCE PROCEDURE**

10.01 A system to ensure the prompt the equitable resolution of problems at Exact Graphics and Promotions shall be developed and maintained. To augment this system, the appropriate provisions of the Manitoba Labour Relations Act will be available to the parties.

10.02 Employees will attempt to reach a reasonable solution acceptable to all affected parties. If no solution can be reached, the traditional grievance steps as laid out by law will be followed until such agreement of a solution is reached.

ARTICLE 11 **SEVERANCE PAY**

11.01 In the event the Employer ceases operations full-time employees shall receive severance pay in the amount of one (1) week's wages for each year of service with the Employer.

ARTICLE 12 **LEAVES OF ABSENCE**

12.01 **Maternity Leave**

Employees will be allowed as much time off as necessary prior to the birth of their child. Said employees shall be allowed up to seventeen (17) weeks off after the birth and shall give at least two (2) weeks' notice of the day she intends to return to work. This time period may be extended if mutually agreed to between the parties.

12.02 **Jury Duty and Witness Fees**

The Employer will pay full wages for all time lost and the employees will reimburse the Employer for the amount they received from the Crown for jury duty and witness fee service.



12.03 **Bereavement Leave**

Management will decide what is a reasonable time allotment depending on situation requirements; but still not be less than one (1) paid day for bereavement purposes.

12.04 **Personal Leave**

Each request will be considered on its merits; except where mandated by the Provincial Employment Standards Law.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

13.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

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

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to his or her last known address;
- (d) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

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

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

ARTICLE 14 MEAL AND REST PERIODS

14.01 During an eight (8) hour work period there will be a time allotment for two (2) fifteen (15) minute paid rest periods and a one half (1/2) hour unpaid meal period.

ARTICLE 15 CREDIT FOR PAST EXPERIENCE

15.01 New or rehired employees shall receive credit for past experience.

ARTICLE 16 TIME OFF FOR ILLNESS OR INJURY

16.01 A reasonable amount of time off for sickness or injury will be recognized. A minimum of seven (7) paid sick days shall be credited to each employee on January 1st of each year. Paid sick days shall not accumulate from one year to the next.

ARTICLE 17 UNION DECAL

17.01 The Employer agrees to allow the Union to supply and hang its union decal in the workplace. Such decal shall be displayed in a prominent position. The Union agrees to allow the Employer to utilize the UFCW Local 832 logo on its product.

ARTICLE 18 WAGES AND CLASSIFICATIONS

18.01 The minimum salaries provided for in this Agreement will be as contained in Appendix "A" of this Agreement. There are currently no employees covered under Appendix "A".

18.02 The parties agree that if employees are hired other than the Owner Operator Member, hourly rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the grievance procedure contained in Article 10 of this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement or the *Manitoba Labour Relations Act* shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

ARTICLE 19 FINAL OFFER SELECTION

19.01 If required in the renegotiation of this Agreement, the following shall be the Final Offer Selection procedure to be used.

1. The parties to this Collective Agreement, having agreed to commence negotiations for the renewal of this Collective Agreement, if and when notice is properly given, agree to negotiate in good faith with a view to reaching agreement on a renewal of this Collective Agreement.
2. The parties agree to enter into and proceed through negotiations and further agree that each will make every reasonable effort to reach agreement on the provisions for the renewal of this Collective Agreement.
3. Should the parties reach an impasse in direct negotiations for the renewal of this Agreement, they mutually agree to submit all outstanding matters to Final Offer Selection as hereinafter provided.
4.
 - (a) The parties shall meet and agree on which items remain outstanding between them within seven (7) days of the date of reaching such impasse as set forth in paragraph 3 above.
 - (b) The items outstanding shall be divided into non-monetary clauses and monetary clauses.
 - (c) The parties agree that they shall attempt to agree on the name of the person to act as Selector of this Final Offer Selection method procedure.

- (d) If the parties cannot agree on a person to act as Selector, then they shall request the Manitoba Labour Board to appoint the person to act as such Selector.
- (e) The parties agree to submit their respective final proposals on the non-monetary provisions which remain outstanding between the parties and they further agree to submit their final proposals on the monetary provisions which remain outstanding between the parties to the person agreed or appointed to act as Selector.
- (f) The Selector shall receive from each of the parties to this Agreement a written statement or brief outlining each of the respective parties' positions on the non-monetary and monetary provisions within seven (7) days of their appointment or selection and shall elect either the Employer or the Union position as outlined by them as the basis for settlement of those items contained in each of the groupings of monetary and non-monetary provisions.
- (g) The parties may mutually agree that their best interests would be served by the Selector convening a meeting rather than receiving the positions of the parties in writing. Failing such mutual agreement, the parties will submit their final proposals on all outstanding issues by registered mail within the seven (7) days specified above or they shall waive all rights under this provision and the Selector is instructed to proceed with the written statements or briefs which are properly filed with the Selector within the time limits specified above.
- (h) The Selector shall render his or her decision within twenty-eight (28) days of his or her selection or appointment and said decision shall be final and binding on all parties to this Agreement.
- (i) Each party shall pay the cost of any witnesses it requires if a meeting (as provided for in Section 4(g) above) is held and the parties shall share equally the cost of the Selector.

ARTICLE 20 TERM OF THE AGREEMENT

20.01 This Agreement shall be effective from October 17, 2015, and shall remain in effect until October 16, 2019, 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 or such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

20.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period. Should the parties reach an impasse in direct negotiations for the renewal of this Agreement, they mutually agree to submit all outstanding matters to Final Offer Selection as indicated in Article 19 of this Agreement.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT

SIGNED THIS | DAY OF *September* , 2015.

FOR THE UNION:

Blake Croonies

FOR THE EMPLOYER:

J. Taylor

[Handwritten initials]

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 Exact Graphics and Promotions contain the following statements:

"The Employer agrees that it shall be a condition of employment that any employee, who at the date of signing of this Agreement is a member of the Union in good standing, shall maintain such membership. Employees hired on or subsequent to the date of the signing of this Agreement shall as a condition of employment become members of the Union within thirty (30) days following the date of their employment and shall thereafter maintain membership in the Union in good standing."

"The Employer will procure from such new employees the necessary membership applications and the membership in the Union shall be granted within the above mentioned thirty (30) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to provided they pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Local Union."

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

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

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	DEPT. NO./LOCATION		DEPARTMENT NO.			
CLASSIFICATION	PLOT NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>			
I hereby declare that the information provided in this application is true and correct. I authorize the United Food & Commercial Workers International Union and Local 832 to use my personal information for the purposes of collective bargaining and handling of grievances. I further authorize the Union to use my personal information for the purposes of privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union. 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 stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT SIGNATURE			DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-852-9852.

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