

**WESTBURNE ELECTRIC SUPPLY (MIDWEST)
A DIVISION OF REXEL CANADA
ELECTRICAL INC.**

FROM: April 22, 2019

TO: April 21, 2024

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



WESTBURNE ELECTRIC SUPPLY

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Appendices and Letters of Understanding	33	30
Bereavement Leave	23.05	21
Bulletin Boards	26	26
Changes in Agreement	34.02	31
Compassionate Care Leave	23.06	22
Consultation During Collective Agreement	29	28
Deduction of Union Dues	7	5
Definitions	3	3
Discharge and Discipline	11	9
Exhibit One	Form	35
Expiration and Renewal	34	31
Family Responsibility Leave	23.10	24
Full-Time Employee, Definition of	3.01	3
General Holidays	21	17
Grievance Procedure	12	10
Health and Welfare	27	26
Hours of Work	17	14
Inventory Control	20	16
Jury Duty/Witness Fees	25	26
Layoff, Definition of	3.06	4
Lead Hand Premium	Appendix A-3	33
Leave of Absence for Positions with the Union	23.03	20
Leaves of Absence	23	20
Lunch and Rest Periods	18	15
Management Rights	5	5
Masculine or Feminine Gender, Definition of	3.04	3
Maternity Leave	23.07	22
Mediation	13.10	12
Minimum Shift	17.02	14
Miscellaneous	31	28
Negotiation Leave	23.02	20
No Discrimination/Harassment	14	13
No Supervisors and Others Doing Bargaining Unit Work	4	4
Overtime	19	15
Parental Leave	23.08	23
Part-Time Employee, Definition of	3.02	3
Paternity Leave	23.09	24
Pension Plan	27.04	27
Plural and Singular, Definition of	3.05	3

Postings	15	13
Purpose of Agreement	1	2
Recognition	2	2
Requests for Leaves	23.11	24
Rexel Canada Electrical Inc. Employee Benefits Program	27.01	26
Safety and Health	32	29
Safety Footwear	32.08	30
Selection of an Arbitrator	13	11
Seniority Premium	Appendix A-2	33
Seniority	10	7
Shop Stewards	8	6
Short-term and Long-term Disability Payments	Ltr.	34
Sick Leave	24	24
Sick Pay Plan	24.04	25
Signing Bonus	Appendix A-4	33
Slow-downs or Interruption of Production	16.01	14
Strikes and Lockouts During Life of Agreement	16.02	14
Strikes and Lockouts	16	14
Technological Change	30	28
Temporary Employee, Definition of	3.03	3
Union Business	23.01	20
Union Representative`s Visits	9	7
Union Security	6	5
Vacations	22	18
Wage Schedules and Classifications	Appendix A	32
Wages and Classification, Referral and Pay Days	28	28

EXPIRY DATE: APRIL 21, 2024

AGREEMENT BETWEEN:

**WESTBURNE ELECTRIC
SUPPLY (MIDWEST), A
DIVISION OF REXEL CANADA
ELECTRICAL INC.**, in the City of
Winnipeg, Province of Manitoba,
hereinafter referred to as the
"Company"

AND

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

PREAMBLE

Co-operation is defined as "the association of a number of persons for their common benefit; collective action in the pursuit of common well-being."

With this understanding of the meaning of co-operation, the Company and the Union undertake collective action for the common benefit and well-being of the employees in the bargaining unit and the owners of the business of the Company.

In establishing the confidence that must underlie this agreement, three fundamental principles are recognized:

1. The Company recognizes the right of the employees to join the Union. Further, the Company believes that collective action in the common well-being will be most effective when the Union remains stable and responsible.
2. The Union recognizes the right of the Company to manage and direct the business of the Company. Further, the Union believes that collective action in the common well-being will be most effective when the employees give their full support to the management of the Company in discharging its responsibilities.

3. The Company and the Union mutually recognize that in order to maintain and improve upon the level of wages provided for in this agreement, there is a continuing need for increased productivity, better service and more efficient operations.

In acknowledging these three fundamental principles, the Company and the Union establish a bond of common interest and a basis for the development of sound union-management co-operation. It is intended by the parties that the provisions of this agreement will have the effect of ensuring labour peace, and contributing to the Company improving the strength and profitability of the business in which it is engaged in a highly competitive marketplace, furthering the objective of the Company to provide the best customer service in the industry, and promoting and improving human and economic relationships between the employees and the Company.

ARTICLE 1 **PURPOSE OF AGREEMENT**

1.01 The Company and the Union each represent that it is the purpose and intent of this Agreement:

- (a) to set out in writing rates of pay and terms and conditions of employment of employees in the bargaining unit described in Article 2.01, and
- (b) to provide a process for the prompt disposition of grievances relating to matters covered and regulated by this agreement.

ARTICLE 2 **RECOGNITION**

2.01 The Company recognizes the Union as the sole Bargaining agent for: "All employees of Westburne Electric Supply (Midwest), a Division of Rexel Canada Electrical Inc., in the City of Winnipeg, in the Province of Manitoba, employed in the warehouse including those performing the functions of Counter Sales, Shippers, Receivers, and excluding Office Staff, Supervisors, Managers and those excluded by the Act".

2.02 The Company will maintain a record of weekly hours worked by all employees who are members of the bargaining unit (including full-time, part time or temporary employees and temporary help) which shall be accessible to the Union. Part time employees, temporary employees and temporary help will not be used where it will result in the reduction of regular working hours of full-time employees in the bargaining unit.

ARTICLE 3 **DEFINITIONS**

3.01 **Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than forty (40) hours per week consisting of five (5) eight (8) hour work days.

3.02 **Part-time Employee**

A part-time employee shall be a person who may be scheduled to work and be paid less than forty (40) hours per calendar week.

3.03 **Temporary Employee**

A temporary employee shall be a person who is hired on a temporary basis and has been hired for a specific term not exceeding three (3) calendar months, for the purpose of filling the Company's requirements at certain required periods of time, and who accepts to be terminated at the end of a specific term of employment. Temporary employees will not be hired such that they displace or prevent the hiring of a part-time or full-time employee **the term can be extended but in no circumstances will it exceed five (5) months unless it is for medical or Workers Compensation reasons. The Company will consult with the Union for these reasons.**

The Company will notify the Union, **by email, within ten (10) days**, with the name of each temporary employee and the length of their term, at the time they commence their temporary assignment, along with reasons for the temporary position.

Should a Temporary Employee be hired on for Part-time or Full-time their time working as a Temporary Employee will count as all-time worked will be counted towards their probationary period.

3.04 **Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

3.05 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

3.06

Layoff

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule due to lack of work.

ARTICLE 4 **NO SUPERVISORS AND OTHERS DOING BARGAINING UNIT WORK**

4.01 Persons whose positions are excluded from this Agreement shall **not** be permitted to perform work similar to those employees in the bargaining unit **unless**:

- (a) to serve customers when no bargaining unit employee is available. The Company agrees to place counter trainees in positions that would make them readily available to assist counter employees when required **after all back-ups are used**. The Company shall not utilize more than one (1) non-bargaining unit employee in situations where no bargaining unit employees are available to perform this work;
- (b) for experimentation;
- (c) for instruction;
- (d) for emergency;
- (e) when covering for unscheduled or unplanned employee absence of two (2) days or less; **one (1) employee for one (1) non-union employee** or
- (f) to assist with inventory preparation and counts when no bargaining unit employee is available to perform the necessary functions within the required time frames.

Warehouse management is willing to meet with the Union Stewards periodically to review the use of Article 4.01, No Supervisors and Others Doing Bargaining Unit Work, to ensure no overuse or abuse. Such meetings will occur at the request of either party.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union acknowledges and recognizes that all customary rights and powers of management are retained by the Company and its management. Terms of this agreement inconsistent with such rights and powers shall prevail.

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

ARTICLE 6 UNION SECURITY

6.01 All employees who are members of the Union shall maintain their present Union membership and shall remain members in good standing during the life of this Agreement. All new or reinstated employees shall as a condition of employment join the Union within thirty (30) calendar days, and remain members in good standing.

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

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

6.04 The Company agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

ARTICLE 7 DEDUCTION OF UNION DUES

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

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

7.03 The Union hereby agrees to indemnify and save harmless the Company against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Company in compliance with any or all of the provisions of this article.

7.04 The Company shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit every six (6) months **in January and July** or as requested, a list of employees showing their names, addresses, phone numbers, classifications and rates of pay, ranked according to seniority **in Excel format**.

ARTICLE 8 SHOP STEWARDS

8.01 The Company recognizes two (2) Union Shop Stewards for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to management. The Company further recognizes one (1) additional Shop Steward per branch. No more than two (2) Shop Stewards at one time will attend any meetings held with management.

8.02 The Union acknowledges that a Shop Steward has regular duties to perform as an employee of the Company, and such employees will not leave their regular duties for the purposes of investigating or presenting grievances without first obtaining the permission of management. Such permission shall not be unreasonably withheld.

8.03 The Company agrees not to discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement and presenting evidence.

8.04 The Company recognizes that the Union may appoint an alternate Shop Steward to replace a Steward in cases of illness, vacation periods and other leaves of absence.

8.05 The Union will provide, in writing, the names of all Stewards and Alternate Stewards. The Union will inform the Company forthwith of any changes to the Steward's list.

8.06 If no existing full time employee volunteers to fill the role as Union Shop Steward(s), the Union will appoint an existing full-time employee(s) to fill the role.

ARTICLE 9 UNION REPRESENTATIVE'S VISITS

9.01 Upon notification of arrival, duly authorized full-time representatives of the Union shall be entitled to visit the premises covered by this Agreement for the purpose of observing working conditions within the bargaining unit, interviewing members and employees within the bargaining unit and to ensure that the terms of the Agreement are being implemented, provided it will not unduly disrupt the operation.

9.02 The interview of an employee by a Union Representative shall be permitted after notifying the Manager and shall be:

- (a) carried on in a place in the premises covered by this Agreement designated by Management;
- (b) held whenever possible during the lunch period. However, if this is not practical,
- (c) during regular working hours. Time taken for such interview in excess of fifteen (15) minutes shall not be on Company time, unless with the approval of Management;
- (d) held at such time as will not interfere with service to the public.

ARTICLE 10 SENIORITY

10.01 Seniority for all employees covered by this Agreement, shall be defined as the length of continuous service with the Company within the bargaining unit, and shall be applied on a bargaining unit-wide basis.

- (a) All employees shall serve a probationary period of ninety (90) calendar days before acquiring seniority. Each full day of absence from work for any reason shall be added to the probationary period.

The Company will have an assessment meeting for probationary employees midway through their probationary period.

- (b) Upon completion of the required probationary period, an employee's seniority shall be effective from the date of employment. Said seniority shall accumulate and be carried over from year to year irrespective of the number of days worked in the following calendar years.
- (c) The Company will not impose any second or subsequent probationary period on any employee without consent of the Union.

10.02 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.

10.03 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Company and not reinstated through Grievance and Arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or the length of his/her seniority, whichever is less, or is called back to work after layoff and does not return to work within seven (7) calendar days of receiving a registered letter to his/her last known address;
- (d) is absent from work without an authorized leave of absence for more than three (3) working days, unless a satisfactory reason is given by the employee;
- (e) fails to return to work on completion of an authorized leave of absence unless a satisfactory reason is given.

10.04 Seniority shall be the governing factor in matters of layoff, recall after layoff and choice of vacation, provided however, that employees remaining can perform the required work satisfactorily.

In the event of layoff, reverse order of seniority shall apply to all affected employees in the bargaining unit provided, however, that employees remaining can perform the required work satisfactorily.

10.05 Employees shall be given notice of layoff on the basis of one (1) working day's notice for each six (6) months' service, but with a minimum of three (3) working days and a maximum of seven (7) working days.

10.06 In the event an employee who has accepted and/or been transferred to a position outside the bargaining unit is returned to the bargaining unit by the Company **or employee** within **six (6)** months, such employee shall be accredited with their full seniority for time spent within the bargaining unit and outside the bargaining unit.

10.07 All promotions shall be based on qualifications, and where these are adequate in the opinion of the Company, seniority shall prevail. When making its selection, the Company shall act reasonably, fairly and in good faith. Employees filling such vacancies shall be allowed a trial period of thirty (30) days, except in cases where the parties agree to a longer trial period. If the employee has failed to qualify to fill the vacancy, or if the employee so desires, within the thirty (30) day trial period, the employee may return to his/her former job.

10.08 Any employee who works in a lower paying classification due to the operation of the seniority provision of this Agreement, shall nevertheless continue to receive his/her higher rate of pay for the first eight (8) weeks so employed.

10.09 **Any employee who is temporarily assigned to work in a higher paying classification for a minimum of one (1) day eight (8) hours will be paid the higher rate in that classification for all hours worked.**

ARTICLE 11 DISCHARGE AND DISCIPLINE

11.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit shall be present when a member of the bargaining unit is being given a written reprimand or is being suspended or discharged, unless the employee being disciplined indicates otherwise in the presence of his/her Shop Steward or other employee present.

11.02 When an employee is disciplined, in writing, or discharged, the Company shall, before the end of the working day on which the discipline or discharge occurred, supply a written reason to the employee with a copy to be faxed to the Union office.

11.03 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Company shall keep only one (1) personnel file and one (1) payroll file per employee.

11.04 The Company shall not discipline or dismiss any employee bound by this agreement except for just cause. This Article shall not apply to the probationary period of any employee.

11.05 The Company shall disregard all written disciplinary notices in the employee's personnel file after eighteen (18) calendar months. The Company shall not be able to use any such disciplinary notices against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff.

ARTICLE 12 GRIEVANCE PROCEDURE

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

12.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

12.03 All grievances must be submitted in writing.

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

Employee(s) who feel they have a grievance may, within fifteen (15) working days after the occurrence of the event, attempt to resolve the grievance through discussion with their immediate supervisor outside the bargaining unit. If the grievance is not resolved to the employee's satisfaction, they may proceed to file a formal written grievance, and all subsequent discussions concerning the grievance shall involve the Shop Steward and/or Union Representative.

STEP 1: By a discussion between the employee and, Shop Steward and/or the Union Representative, with the employee's immediate supervisor or their designated appointee. The immediate supervisor or their designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

STEP 2: The Union Representative and the Union Grievance Committee may take the matter up with the Company official designated by the Company to handle Labour Relation matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

12.05 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 13, Selection of an Arbitrator.

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

ARTICLE 13 SELECTION OF AN ARBITRATOR

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

Gavin Wood
Colin Robinson
William Hamilton

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

The arbitrator shall not be deemed to be willing to act unless he is in the position to convene the hearing within twenty-eight (28) days from the date of his selection. Should any arbitrator listed above not be willing to convene a hearing within twenty-eight (28) days from the date of selection, the parties may request the Manitoba Labour Board appoint an arbitrator who is willing to convene a hearing within twenty-eight (28) days of their selection.

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

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

13.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the arbitrator shall be governed by the provisions of this Agreement.

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

13.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company'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 s/he deems equitable.

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

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

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

13.09 The parties, by mutual consent, may refer any matter to a three member arbitration board, consisting of one (1) nominee of each party and a chairperson, who shall be the next arbitrator from the panel named in Article 13.01.

13.10 **Mediation**

The Company and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 14 NO DISCRIMINATION / HARASSMENT

14.01 The Company and the Union agree that there will be no discrimination, interference, coercion, intimidation or harassment practised by either of them or their representatives or officials because of an employee's proper union activity or lack of union activity.

14.02 The Company and the Union agree that they shall not discriminate against any employee with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or family status, religion, nationality, ancestry or place of origin, political affiliation or activity, or sexual orientation.

14.03 The Company will provide a written policy on human rights awareness and harassment prevention to members of the bargaining unit. This policy will be posted in a prominent location, including the Union bulletin board.

14.04 The Company agrees that, during the Complaints and Investigation Procedure of its "Human Rights Awareness and Harassment Prevention Policy and Procedure", the Union Shop Stewards will be entitled to be involved in the process.

14.05 All members of the bargaining unit will sign the Code of Conduct acknowledging receipt of the document. The Company acknowledges the right of the Union to submit any dispute regarding the Code of Conduct to the grievance and arbitration procedure.

ARTICLE 15 POSTINGS

15.01 Where a job vacancy occurs, or a new job is created, a notice shall be posted within five (5) working days **at the following** locations, **Westburne Winnipeg Branch, Rexel Midwest Distribution Center, Westburne New Flyer Customer Fulfillment Center & Westburne St. Boniface branch**, including all bulletin boards in the warehouse, for ten (10) working days and a copy of this notice shall be sent to the Union. The notice shall set out classifications, areas of work and wage rates. The notice will also include whether the position is full-time or part-time.

15.02 Temporary vacancies, as a result of a bargaining unit employee being on leave of absence, sick or disabled or on vacation will be filled immediately by being offered to full-time and part-time employees who first have the ability and qualifications and then the seniority to perform the necessary work. If no such employee chooses to pick up the available hours then temporary employees/temporary help will be hired. Temporary employees and temporary help will be hired only for the specific period of time necessary to cover the absence of the permanent employee(s).

15.03 Copies of all postings along with a complete list of applicants for each posting will be provided to the Shop Steward.

ARTICLE 16 STRIKES AND LOCKOUTS

16.01 Slow-downs or Interruptions of Production

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

16.02 Strikes or Lockouts During Life of Agreement

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

ARTICLE 17 HOURS OF WORK

17.01 (a) The employee's standard hours of work shall be eight (8) hours in any one (1) day and forty (40) hours in any one (1) week. Normal hours of operation are between 6:00 a.m. and 5:30 p.m., Monday through Friday. This Article shall not be construed as guaranteeing any working hours.

(b) In the event that the Company's competition opens for extended hours which has an adverse effect on the Company's operations, or if the Company finds that it is unable to service customer needs, the Union and the Company agree that the normal hours of operation may be extended to being from 6:00 a.m. to 9:00 p.m., Monday to Saturday. The Company will assign any work arising from this extension of hours in a fair and reasonable manner, and employees will be given shift preference by seniority, providing sufficient qualified junior employees are able to do the work **after a reasonable training period has been provided to the most junior employee**. This shall not be construed as guaranteeing any working hours. In the event the Company opens on Saturdays, those employees scheduled to work on Saturdays will be given Mondays off, in lieu of Saturdays.

17.02 Minimum Shift

No employees shall be scheduled to work for less than four (4) hours in any one shift. If no work, or insufficient work is available, said employees shall nevertheless be paid for the full four (4) hours at their appropriate hourly rate of pay.

17.03 Any employee called in to work after the end of a normal shift or before their regular starting time or on a Saturday, Sunday or General holiday shall be paid the usual overtime rates required by this Agreement, with a guarantee of four (4) hours pay.

ARTICLE 18 LUNCH AND REST PERIOD

18.01 An employee working eight (8) consecutive hours during a shift shall, subject to as hereinafter provided, be granted a meal period of thirty (30) minutes without pay.

18.02 There shall be a paid fifteen (15) minute rest period for every four (4) hours worked. The paid rest periods shall be midway through each work shift.

ARTICLE 19 OVERTIME

19.01 Overtime shall be by mutual consent (subject to this clause) and shall be offered to the most senior employee in the area and thereafter in decreasing order of seniority providing the employee has the ability and qualifications to perform the work of the required overtime. If no employee in the area wishes to work the overtime the Company shall offer the overtime to the most senior employee in the bargaining unit and thereafter in decreasing order of seniority providing the employee has the ability and qualifications to perform the work of the required overtime. It is further understood that the efficient operation of the business may require overtime, and in this event the most junior employee in the unit, in increasing order of seniority, who has the ability and qualifications to perform the work, shall then do the required work.

Notice of any scheduled overtime work shall be requested of the affected employees, before quitting time of the day preceding the day in which the overtime work will be required, but in no event later than the midpoint of the shift on the date in which the overtime work will be required, except in the case of a customer service issue on that day.

Notwithstanding the above, no member of the bargaining unit will be required to work the general inventory count if conducted beyond standard hours in accordance with Article **20**, Inventory Control.

The areas referred to above for purposes of overtime are defined as:

- (a) Front Counter/M.O.D. shop/Pick-up
- (b) Wire/Receiving/Put-away/Order Filling/Claims
- (c) Order Packing/Shipping

19.02 All hours worked in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

19.03 Double time shall be paid for all hours worked on Sunday.

19.04 When an employee works overtime in excess of two (2) hours in a regular work day, such employee will be supplied by the Company, at no cost to the employee, with a meal and beverage (minimum value **\$15.00**), and will receive a thirty (30) minute paid meal break, **at the appropriate rates**, after ten (10) hours of work.

19.05 The Company will allow employees to bank overtime hours if the request is made prior to the overtime hours being worked. Such time can only be banked up to a maximum of seven (7) working days. Time off for banked hours will be taken at a time mutually agreed between the Company and the employee, but the time off assigned must be taken within twelve (12) calendar months of the time banked. Time off will be taken at the equivalent time to overtime (for example: four (4) hours of overtime equals six (6) hours time off). The Company will not unreasonably deny an employees' request to use their banked overtime and will make sincere effort to ensure employees remaining at work do not have to work short.

Employees may choose to be paid for their banked overtime at any time. The employee must give one (1) pay period notice of their intention to be paid out for their banked overtime.

The Company agrees to maintain a list of each member's banked overtime and will provide an update when requested.

ARTICLE 20 INVENTORY CONTROL

20.01 The Union and the Company both recognize that inventory control is a necessary function of the workplace. To ensure a timely and quality annual inventory, a joint labour management committee meeting will be held at least two (2) months prior to the annual inventory date each year. The participants in the joint labour management meeting will be a bargaining unit employee from each functional area, each functional area supervisor, the operations manager, the regional operations manager and the full-time union representative. The purpose of the meeting will be to determine pre-inventory, general inventory and post-inventory work necessary for taking a quality inventory count in a timely manner.

The Company will make effort to ensure inventory work (pre-inventory, general inventory, post-inventory) is, as much as possible, performed during regular working hours. In the event overtime is required it will be offered in accordance with Article **19.01**, Overtime. Employees will make reasonable effort to work additional

hours to ensure the inventory work is completed in a timely manner. Such reasonable effort does not include an employee having to cancel or postpone previous commitments, family obligations or appointments.

ARTICLE 21 GENERAL HOLIDAYS

21.01 The following days shall be recognized annually as general or designated holidays for the purpose of this Agreement:

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

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

21.02 Employees covered by this Agreement, subject to the conditions below, shall be entitled to eight (8) hours' straight time pay, for any of the above mentioned holidays, provided:

- (a) that employees worked their last scheduled shift immediately preceding and succeeding the holiday observed, or makes some other arrangement acceptable to the Company or satisfies the Company that the absence is due to circumstances beyond the employee's control,
- (b) that the employee worked at least ten (10) days during the thirty (30) days immediately preceding the holiday,
- (c) that if an employee is absent because of an illness or accident, the Company may require a recognized physician's certificate. If a doctor's certificate is required by the Company, then the Company will reimburse the employee for the full cost,

Employees who work less than ten (10) days out of the previous thirty (30) days immediately preceding the holiday, but qualify in Articles **21.02** (a) and **21.02** (c) above, will be paid five (5%) percent of their regular earnings, excluding overtime and performance sharing plan bonus payments, in the four calendar weeks immediately preceding the holiday.

21.03 Employees working on a holiday as designated in Article 21.01 above, shall, in addition to any pay for the holiday to which they may be entitled, be paid at the rate of time and one-half (1½) their regular straight time rate for all hours worked.

21.04 Where a general holiday occurs during the period of an employee's vacation, such employees shall be entitled to an additional day on their vacation period or be paid an extra day's pay in lieu of this day's vacation.

21.05 **When a general holiday occurs on a Saturday or a Sunday, the Company will recognize the following Monday as the Holiday.**

ARTICLE 22 VACATIONS

22.01 Vacation entitlement shall be calculated on the basis of each year commencing on the date or anniversary date of the most recent commencement of employment with the Company of each employee. **Vacation Period starts April 1 to March 31.**

22.02 Employees with less than one year's service with the Company shall receive four per cent (4%) of their earnings by way of vacation pay if they terminate prior to completion of one vacation year's service.

22.03 Upon completion of one (1) year's service with the Company employees shall be entitled to two (2) weeks' vacation with pay at their existing regular hourly rate of pay.

22.04 Upon completion of four (4) years' service with the Company employees shall be entitled to three (3) weeks' vacation with pay.

22.05 Upon completion of ten (10) years' service with the Company employees shall be entitled to four (4) weeks' vacation with pay.

22.06 For the purpose of this Agreement, an employee shall be deemed to have completed a year's service with the Company only if the employee has, subject as hereinafter provided, worked for not less than ninety-five per centum of the regular working hours during a continuous twelve (12) month period.

22.07 In computing, for the purposes of this Agreement, the regular working hours of any period worked by an employee, the regular working hours of the following period shall not be included:

- (a) the period of a vacation;

- (b) the aggregate of periods, not exceeding thirty (30) working days in all, comprising time during which the employee has been authorized by the Company to be absent from work, and,
- (c) time up to sixty (60) working days in respect of which the employee files with the Company a certificate signed by a duly qualified medical practitioner showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time by reason of illness.
- (d) Time spent by the employee on maternity/parental leave, group insurance or Workers Compensation. In the event an employee on maternity/parental leave terminates their employment within six (6) months of returning to work following said leave, they will be indebted to the Company for the difference between what they received from the Company for full vacation pay, and what they would have received had they not qualified pursuant to this Article 22.07(d).

22.08 The Company shall post a vacation schedule by March 1st to allow employees to select a vacation period. Seniority within the functional area (Front Counter/M.O.D. Shop/Pick-up; Wire/Receiving/Put-away/Order Filling/ Claims; Order Packing/Shipping) shall be the governing factor. No more than three (3) employees at one time and no more than one (1) employee per functional area shall be on vacation at the same time. Employees shall select their choice of vacation period by March 15. No employee will be unreasonably denied their preference for time of vacation. The Company will post the approved vacation schedule by April 1. Once finalized, an employee's vacation schedule cannot be changed except at the request of the employee and with the approval of their supervisor.

The summer vacation period shall be from the Victoria Day weekend to the Labour Day weekend. An employee shall be allowed to book two (2) consecutive weeks during this period. If additional weeks are available, they shall be selected by seniority.

22.09 Employees who become confined to their home or in the hospital due to an illness or injury that occurs while they are on vacation and such illness or injury being in excess of three (3) days and having been verified by a period of hospitalization or presentation of an acceptable medical certificate, may file a claim for paid sick leave and/or weekly indemnity benefits (or similar benefits), and the balance of the employee's vacation shall then be rescheduled following the employee's return to work.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Union Business

The Company shall grant leave of absence to no more than two (2) employees to attend Union business, providing the leave is requested, in writing, at least one week prior to the commencement of such leave, the granting of such leave will not unreasonably affect the Company's operations, and that all leave of absences are approved in writing by the Company. Such leave requests will not be unreasonably denied.

The Company shall pay eight (8) hours' pay to said employees for each such day leave is requested for. All costs will then be billed to the Union and will be paid within thirty (30) days of receipt of invoice.

23.02 Negotiation Leave

The Company will grant two (2) employees time off for the purpose of attending negotiations for the renewal of the Collective Agreement. The Company shall pay eight (8) hours pay at their regular hourly rate of pay to said employees for each day they are required to be in attendance at negotiations. All costs will then be billed to the Union and will be paid within thirty (30) days of receipt of the invoice.

23.03 Leave of Absence for Positions with the Union

One (1) employee, who is elected or appointed to a full-time position with the Union or a full-time position to represent the United Food and Commercial Workers with the Canadian Labour Congress or one of its chartered bodies, shall, upon thirty (30) calendar days notice, be granted a leave of absence, without pay, for a period not to exceed one (1) year, renewable by mutual agreement from year to year. Within one (1) month's notice of their desire to return to work with the Company, subject to their seniority and ability to satisfactorily perform the required work, the employee shall be placed in the position previously held or one at equal rate of pay. If such positions are not available, the employee shall, subject to seniority, be placed on a job s/he can satisfactorily perform retaining the seniority possessed at the time leave of absence was granted.

23.04 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Company representative, in writing, by the employee concerned and are subject to the following terms and conditions:

- (i) The Company will consider a leave of absence up to a maximum of six (6) months, provided it does not adversely affect the business operations. The entire duration of the leave will be unpaid.

- (ii) The employee must request the leave, in writing, to the Company, with a minimum of thirty (30) calendar days written notice. The written request should state the start and end dates and the reason for the leave of absence.
- (iii) A leave of absence for the same employee will not be granted within twenty-four (24) months of a previous leave of absence.
- (iv) The Company will not allow more than one person within the same branch or department to be on a leave of absence at the same time. For employees within the same branch or functional area, there must be a minimum of a fourteen (14) day period between the time that one employee returns from a leave and another is permitted to begin a leave.
- (v) Leaves of absence will not be permitted for the purposes of engaging in any employment, business, or other activity for reward or remuneration.
- (vi) During the leave of absence, the Company is not obligated to contribute to the employee's benefits (including Group Insurance and Group Pension Plan) and it will be the employee's responsibility to make the Company's contribution during the absence period. These contributions will be deducted from the employee's wages by the Company prior to the start of the leave.

The granting of such leaves shall be at the sole discretion of the Company, although such granting shall not be unreasonably withheld. The leave shall be without pay and without loss of seniority.

23.05 **Bereavement Leave**

When an employee is absent or loses pay due to death of a family member (including step and foster family): parent, spouse (including a common law spouse of the same or opposite sex with whom the employee has co-habited for six (6) months), sister, brother, son, daughter, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle, such employee shall be reimbursed at their regular rate of pay for regular hours lost on up to three (3) regular days. Up to two (2) additional days can be granted at management's discretion.

Bereavement leave shall be extended by up to two (2) additional working days, with pay, as may be necessitated by reason of travel to attend a funeral, when the funeral is held North of the 53rd Parallel or outside the Province of Manitoba.

The Company shall grant one half (1/2) day off, with pay, to any employee who acts as a pallbearer at a funeral of a person not covered above.

23.06 Compassionate Care Leave

In the event an employee has a family or like family member (as defined in Manitoba Employment Standards legislation) who is terminally ill, such employee may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences, without pay, which shall not exceed **twenty-eight (28)** weeks in total.

Employees will give as much advance notice of the request as possible. The employee will provide a physician's certificate regarding the need for the leave. The Company will provide the paperwork necessary for employees to access Employment Insurance funds.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 23.05, Bereavement Leave, of this collective agreement.

23.07 Maternity Leave

A female employee who has completed her probationary period shall be granted a maternity leave of absence by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

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

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

Eligible employees shall seek all available E.I. benefits.

Parental Leave**(A) Entitlements**

Every employee who has seven (7) consecutive months' employment with the Company, and

(a) who,

(i) **any employee who becomes the natural parent of a child or assumes actual care and custody of a newborn child, or**

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

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

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

(B) Commencement of Leave

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(C) Late Application for Parental Leave

When an application for parental leave under subArticle (A) above is not made in accordance with subArticle (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

23.09 **Paternity Leave**

Upon becoming a parent, a male employee will be entitled to two (2) days paid leave.

23.10 **Family Responsibility Leave**

In the event an employee deems it necessary to attend a medical or dental appointment, school appointment or event at a time which cannot be rescheduled to outside regular working hours, with their spouse, parent or child, or if the employee deems it necessary to care for an ill or injured family member, the employee may request, and if so, shall be granted up to three days per year, leave of absence or absences, without pay. In the event more than three days are required, employees may access their bank time in lieu of overtime or vacation time to attend such appointments or events. Employees will give as much notice as possible of the events or appointments.

23.11 **Requests for Leaves**

Requests for leave of absence will be in writing. The Company will give its decision for leaves of less than one (1) week's duration by the end of the working day following the request being made. In all other cases the Company will respond within one (1) week.

ARTICLE 24 **SICK LEAVE**

24.01 Sick leave means the period of time an employee is absent from work on the employee's regular scheduled work days with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Worker's Compensation Act.

Employees should advise their Supervisor of their absence, reason for absence and the expected duration of absence as soon as reasonably possible. In the event the pre-determined date of return changes from that originally provided, the employee will provide the supervisor with the updated information. Employees who are not able to provide a pre-determined date of return will call their supervisor daily.

24.02 An employee who, because of illness or injury, whether work-related or not, requires absence from work shall furnish satisfactory evidence of such illness or injury, which may include examination by a physician of the employee's choice, if requested by the Company. The cost of all medical notes requested by the Company shall be reimbursed to the employee by the Company upon the employee producing a receipt for the note. The employee shall furnish supplementary medical

evidence of disability, from time to time, as requested by the Company. Before any employee on disability leave may return to work they must satisfy the Company that they are able to perform the work required.

24.03 Accumulated paid leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under all the same conditions as these benefits are granted to other employees, subject to reduction by the amount which has been obtained from EI.

24.04 **Sick Pay Plan**

Subject to the terms and conditions of the plan, sick pay will be provided as follows:

- A benefit of 66 2/3% of monthly income to a maximum of \$650.00 per week.
- Payment will be made commencing on the forth (4th) day of absence in case of illness and on the first (1st) day of absence in the case of an accident which is not covered by Workers Compensation or in respect of an employee who is hospitalized during the three (3) day waiting period.

If an employee has sufficient sick time they may choose to use their accumulated sick days before moving to the sick pay plan.

- Benefits are payable for a maximum of seventeen (17) weeks.
- Full-time employees shall accumulate sick days at the rate of one (1) day (8 hours) for every calendar month worked to a maximum of six (6) days (48 hours) per calendar year. A further six (6) days (48 hours) may be earned at the same rate of one (1) day (8 hours) per calendar month commencing each January 1. The maximum accumulation of such days shall be twelve (12) days. Such leave cannot be used prospectively, it is earned.

The Company shall apply any accumulated sick leave to absences due to the employee's sickness not covered by insured weekly indemnity benefits (or similar benefits) and may supplement weekly indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

24.05 Employees shall be entitled to utilize accumulated paid sick leave entitlements when attending doctor's appointments and/or dental appointments.

24.06 An employees' sick leave usage will be itemized on each cheque stub.

ARTICLE 25 JURY DUTY/WITNESS FEES

25.01 An employee summoned to jury duty or required to be a witness on behalf of the Company or the Crown, or an employee who is subpoenaed to be a witness in any matter not involving the employee or the employee's family, shall be paid their normal pay and the Company will continue to contribute the Company portion of benefit costs for the duration of their service. The employee is required to sign over to the Company all cheques that they may receive for these services.

25.02 Article 25.01 does not apply if the employee is excused from jury duty/witnessing for the rest of the day or days and fails to report back to work, or if the jury duty/witnessing occurred on the employee's scheduled day off.

ARTICLE 26 BULLETIN BOARDS

26.01 The Company agrees that the Union can install a bulletin board at the following locations; **Westburne Winnipeg Branch, Rexel Midwest Distribution Center, Westburne New Flyer Customer Fulfillment Center & Wesburne St. Boniface branch.** -The Union shall have the right to post notices directly relating to the employees, provided such notices shall first receive the approval of management. Said management approval shall not be unreasonably withheld. The Union Representative, Shop Stewards and management shall have keys to the bulletin board.

ARTICLE 27 HEALTH AND WELFARE

27.01 Rexel Canada Electrical Inc. Employee Benefits Program

The Company shall, for the term of this Agreement, continue to provide all present health and welfare benefits contained in the prevailing Rexel Canada Electrical Inc. Employee Benefits Program as follows:

- Long Term Disability
- Life Insurance
- Accidental Death and Dismemberment
- Health Insurance
- Pension Plan
- Dental Plan

The Company shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved. Under such circumstances, the Company shall first provide the Union with advance notification, in writing, detailing the specific changes that are to take place as well as the reason for said changes. Any improvements in the Rexel Canada Electrical Inc. Employee Benefits Program will be extended to members of the bargaining unit who are participants in the Plan.

27.02 The Company shall supply the Union with a current copy of the Rexel Health and Welfare Plan summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. The Company shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Company shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such Health and Welfare Plan summary pamphlets (or similar documents) at all times.

27.03 The Company and employees shall cost share equally the premium costs of the health and welfare benefits referred to in this Article subject to the following:

- Employees shall pay the full cost of the premium for long term disability benefits thus ensuring it is income tax free should they receive income from the long term disability plan; and
- The Company shall pay the full cost of the premiums for Basic Life Insurance and Accidental Life Insurance benefits.

27.04 **Pension Plan**

The parties hereto agree that the Employees' Pension Plan, as amended from time to time, will be available to all employees in the Company in accordance with the provisions of the Pension Plan. In line with current Company practice, membership in the Pension Plan will be available for all new hires after the eligibility period pursuant to the Pension Plan.

ARTICLE 28 WAGES AND CLASSIFICATION

28.01 During the term of this Agreement the Company shall pay the rates of pay as set out in the attached Appendix "A", which forms part of this Agreement.

28.02 Rates of pay for any new classification that may be established by the Company, and which comes within the scope of this Agreement, shall be the subject of negotiations, and the Company shall have the right to temporarily establish an hourly rate to be paid until the regular rate of pay for this new position has been agreed upon. If the Company and the Union cannot reach an agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Company and the Union mutually agree that an arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Company and the Union further agree that the arbitrator's decision shall be final and binding on all parties concerned.

28.03 The Company will issue payment of wages every second Friday by way of direct deposit to the financial institution of the employee's choice.

ARTICLE 29 CONSULTATION DURING COLLECTIVE AGREEMENT

29.01 During the term or prior to the termination of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affects the parties hereto or any employee bound hereby.

ARTICLE 30 TECHNOLOGICAL CHANGE

30.01 The technological change provisions of *The Labour Relations Act of Manitoba* shall apply to this Agreement.

ARTICLE 31 MISCELLANEOUS

31.01 Neither party shall claim any amendment, modification of or release from any provision hereof by mutual agreement or otherwise, unless such agreement is in writing, signed by both parties, and specifically stating it is an amendment of this Agreement.

31.02 All provisions of this Agreement are subject to the applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter will be resolved by arbitration. Any replacement term shall, to the greatest extent permissible by law, be consistent with the provision it is replacing.

31.03 The Company will continue to provide free coffee.

ARTICLE 32 SAFETY AND HEALTH

32.01 The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly (or more often by mutual agreement) and shall conduct safety tours of the Company's operation. Such committee shall be empowered to order correction of any Safety and/or Health hazard in existence.

32.02 The Labour/Management Safety and Health Committee shall be comprised of four (4) persons, consisting of two (2) who shall be appointed by the Union and two (2) who shall be appointed by the Company.

32.03 Employees shall be paid by the Company for all time spent in attendance during these Labour/Management Safety and Health Committee meetings and Safety inspections. 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 also be emailed or faxed 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.

32.04 The Company agrees to provide time off, with pay, of at least sixteen (16) hours per year, for the purpose of allowing members of the Safety and Health Committee to attend Safety and Health seminars, and courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union.

32.05 In situations where an employee has reasonable grounds to believe that a Safety and/or Health hazard exists, the employee shall first report the concerns to the Company Management Representative and a Safety Committee member. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a Safety and/or health hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate government agency dealing with Safety and Health matters has come to the Company's operations to inspect the concerns first hand. During this time the employee shall be moved to another functional area and continue to be paid.

32.06 The Company agrees to provide adequate first aid supplies within the Company's operations and, as well, the Company agrees to supply and install an appropriate number of eyewash stations throughout the Company's premises.

32.07 Reasonable time off, with pay, may be given to all employees in order to upgrade employee knowledge and awareness of health and safety issues. The health and safety committee shall recommend the type of training and/or education provided, which may include video or outside instructions.

32.08 **Safety Footwear**

During each two (2) year period, the Company agrees to pay to any bargaining unit employee, upon provision of suitable receipt(s), a safety footwear allowance to a maximum **three hundred \$300.00** dollars towards the purchase of CSA approved safety footwear. Employees covered by this collective agreement will be required to wear their safety footwear while at work.

Insoles will be allowed to be included in the yearly coverage.

32.09 The Company will facilitate training and certify all **new** employees **within one month of completing their probationary period** prior to requiring them to work on forklift equipment. Retraining will be scheduled by the Company in groups, where possible, prior to employee certification expiry.³

32.10 The Company will review safe work practices with each individual employee, including temporary employees, to ensure they are aware of the necessary protective equipment (Example: CSA approved footwear) to wear while performing their assigned duties in the workplace.

32.11 The Company will provide employees working in the Wire Department with gloves and safety glasses, the wearing of which is mandatory while working in this area. Failure to wear the protective gloves and safety glasses may be subject to disciplinary action. To prevent additional workplace injury, the Company will ensure the Wire machine is serviced regularly and, if necessary replaced, to ensure it meets CSA safety standards.

ARTICLE 33 APPENDICES AND LETTERS OF UNDERSTANDING

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

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from April 22, **2019**, and shall remain in effect until April 21, **2024**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

34.02 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement during the existence of this Agreement.

34.03 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"
WAGE SCHEDULES AND CLASSIFICATIONS

	Current	April 22, 2019 3.0%	April 22, 2020 2.75%	April 22, 2021 2.75%	April 22, 2022 2.75%	April 22, 2022 2.50%
<u>Warehouse</u>						
Start	\$16.28	\$16.77	\$17.23	\$17.70	\$18.19	\$18.64
After probationary period	\$16.67	\$17.17	\$17.64	\$18.13	\$18.63	\$19.09
After 1 year	\$17.05	\$17.56	\$18.04	\$18.54	\$19.05	\$19.53
After 2 years	\$17.44	\$17.96	\$18.46	\$18.96	\$19.49	\$19.97
After 3 years	\$17.84	\$18.38	\$18.88	\$19.40	\$19.93	\$20.43
After 4 years	\$18.21	\$18.76	\$19.27	\$19.80	\$20.35	\$20.86
After 5 years	\$18.61	\$19.17	\$19.70	\$20.24	\$20.79	\$21.31
After 6 years	\$19.38	\$19.96	\$20.51	\$21.07	\$21.65	\$22.20
<u>Claims/Pick Up Counter/Shipper</u>						
Start	\$16.93	\$17.44	\$17.92	\$18.41	\$18.92	\$19.39
After probationary period	\$17.33	\$17.85	\$18.34	\$18.85	\$19.36	\$19.85
After 1 year	\$17.75	\$18.28	\$18.79	\$19.30	\$19.83	\$20.33
After 2 years	\$18.15	\$18.69	\$19.21	\$19.74	\$20.28	\$20.79
After 3 years	\$18.54	\$19.10	\$19.62	\$20.16	\$20.72	\$21.23
After 4 years	\$18.95	\$19.52	\$20.06	\$20.61	\$21.17	\$21.70
After 5 years	\$19.35	\$19.93	\$20.48	\$21.04	\$21.62	\$22.16
After 6 years	\$20.16	\$20.76	\$21.34	\$21.92	\$22.53	\$23.09
<u>Counter (Other than Pickup Counter)</u>						
Start	\$17.64	\$18.17	\$18.67	\$19.18	\$19.71	\$20.20
After probationary period	\$18.07	\$18.61	\$19.12	\$19.65	\$20.19	\$20.69
After 1 year	\$18.49	\$19.04	\$19.57	\$20.11	\$20.66	\$21.18
After 2 years	\$18.91	\$19.48	\$20.01	\$20.56	\$21.13	\$21.66
After 3 years	\$19.32	\$19.90	\$20.45	\$21.01	\$21.59	\$22.13
After 4 years	\$19.74	\$20.33	\$20.89	\$21.47	\$22.06	\$22.61
After 5 years	\$20.17	\$20.78	\$21.35	\$21.93	\$22.54	\$23.10
After 6 years	\$21.01	\$21.64	\$22.24	\$22.85	\$23.48	\$24.06
<u>Specialist</u>						
Start	\$18.42	\$18.97	\$19.49	\$20.03	\$20.58	\$21.10
After probationary period	\$18.86	\$19.43	\$19.96	\$20.51	\$21.07	\$21.60
After 1 year	\$19.31	\$19.89	\$20.44	\$21.00	\$21.58	\$22.12
After 2 years	\$19.74	\$20.33	\$20.89	\$21.47	\$22.06	\$22.61
After 3 years	\$20.18	\$20.79	\$21.36	\$21.94	\$22.55	\$23.11
After 4 years	\$20.63	\$21.25	\$21.83	\$22.43	\$23.05	\$23.63
After 5 years	\$21.05	\$21.68	\$22.28	\$22.89	\$23.52	\$24.11
After 6 years	\$21.93	\$22.59	\$23.21	\$23.85	\$24.50	\$25.12

A-2 **Seniority Premium** - An additional seniority premium will be paid for each year of seniority completed as outlined below after the first seven (7) years of seniority to a maximum of twenty-six (26) years of seniority. The additional monies will commence being paid on the pay period immediately following an employee's eighth and each subsequent anniversary date indicated below.

An employee's regular hourly rate of pay will thus include a minimum of the following cents per hour over their A-2 classification rate of pay:

- In eighth year of employment 15 cents
- In ninth year of employment 20 cents
- In tenth year of employment 30 cents
- In eleventh to fifteen years of employment 40 cents
- In sixteen to twenty years of employment 45 cents
- In twenty-one to twenty-five years of employment 50 cents
- In twenty-sixth and subsequent years of employment 55 cents

All employees that have reached a platform from the prior agreement as of March 31, 2011 will remain at that level until they are moved to a higher platform under the new agreement.

A-3 **Lead Hand**

Lead Hands shall receive a minimum of one dollar and ten (\$1.10) cents per hour over and above the highest rate they lead (excluding overscale rates and excluding seniority premium).

A-4 **Signing Bonus**

The Company will provide a six hundred (\$600.00) signing bonus (subject to all applicable taxes) in May 2019.

LETTER OF UNDERSTANDING

AGREEMENT BETWEEN:

WESTBURNE ELECTRIC SUPPLY (MIDWEST), A DIVISION OF REXEL CANADA ELECTRICAL INC., in the City of Winnipeg, Province of Manitoba, hereinafter referred to as the "Company"

AND

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

The Company acknowledges the concerns raised with regards to this length of time it takes to receive short-term and long-term disability payments. The Company will review its internal process and will work with the carriers to improve processing time. The Company will update the Union on improvements made and implemented.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE COMPANY:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **Westburne Electric Supply (Midwest), a Division of Rexel Canada Inc.** 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 the Membership Application **sample below** immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION **United Food & Commercial Workers Union, Local No. 832** CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION
Manitoba, Canada

LAST NAME	FIRST NAME	INITIALS	SEX	DATE OF BIRTH (MM/YY)	YOUR HOME PHONE
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	PHONE NO.
PREPARED LANGUAGE	E-MAIL ADDRESS	DATE OF BIRTH (MM/YY)			
CHECK ONE	TELEPHONE	I hereby declare on my honor that I am a			
CLASIFICATION	EMPLOYER	U.S. citizen <input type="checkbox"/> U.S. permanent resident <input type="checkbox"/> Canadian citizen <input type="checkbox"/>			
I have read and understand the Constitution and By-Laws of the United Food & Commercial Workers International Union and Local 832 and agree to all terms paid by the Local 832 and to the U.S. and Canadian laws and regulations. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to pay the initiation fee, regular monthly dues and periodic assessments. United Food & Commercial Workers Local No. 832 has permission from the U.S. and Canadian governments to collect and disseminate my personal information. United Food & Commercial Workers Local No. 832 has permission from the U.S. and Canadian governments to collect and disseminate my personal information. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes of collective bargaining 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.		DATE SIGNED			
APPLICANT'S SIGNATURE		SECRETARY-TREASURER / OFFICER'S SIGNATURE			

Have the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-8833 or 1-888-832-8832