INSTABOX WINNIPEG LTD.

FROM: January 1, 2017
TO: December 31, 2020

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,

Jeff Traeger,
President UFCW Local 832

UFCW
your VOICE at work in Manitoba
LOCAL 832

INSTABOX WINNIPEG LTD.

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EXPIRY DATE: December 31, 2020

AGREEMENT BETWEEN:

INSTABOX WINNIPEG LTD., in the Province of Manitoba hereinafter referred to as the "Employer"

AND

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Instabox Winnipeg Ltd. in the Province of Manitoba, save and except Receptionist, Accountant, Office Manager, Sales Staff, Quality Control, Production Manager, Plant Manager, Die Room Supervisor and those excluded by the Act.

1.02 The Employer shall provide the Union in January of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees covered by the Collective Agreement.

1.03 The Employer shall provide the Union **monthly,** with a list containing the current names, Social Insurance Numbers (providing authorization has been provided by the employee), addresses, telephone numbers, classifications, **status, gender, dates of birth** and rates of pay of all bargaining unit employees.

ARTICLE 2 DEFINITIONS

2.01 Representative of Management

A Representative of Management, as used in this Agreement, shall be limited to the General Manager, the Office Manager or the Plant Manager.

2.02 **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.

2.03 **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.

2.04 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

2.05 **Demotion**

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

2.06 **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

ARTICLE 3 CONTRACTING OUT

3.01 The Employer prefers to have work done by its employees, although at times it **may be** necessary to have work performed by outside contractors. The Employer shall determine, in its discretion, where work will be performed by outside contractors. **In such cases, the Employer shall notify the Union in advance of the outside contractors performing the work result in bargaining unit employees being laid off.**

3.02 The Employer may at times experiment to determine if work can be performed efficiently and economically **bargaining unit** employees. When this is done for a trial period **of thirty (30) working days** it shall not be considered a change of practice should the employer elect to contract out after the **expiry of the** trial period.

3.03 Management personnel will not assume duties that are normally performed by bargaining unit employees, but such management personnel shall in no way be restricted from performing said duties which:

(a) is of a confidential clerical nature; **OR**

(b) is for the purpose of instruction, experimentation, demonstration, investigation, where there exists a vacant **position that is posted** but unfilled, replacement of an employee absent from **their** job during the day where no other employee, **who is Cross Trained** and **is** available **(not otherwise working)** to perform the duties, or coping with an emergency **such as a snowstorm, breakdown of machinery, or other instances of force majeure; OR**

(c) is to overcome production difficulties caused by the absence or training of one **(1)** or more employee.

ARTICLE 4 UNION SHOP

4.01 The Employer shall retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

4.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, attached hereto as Exhibit One, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

4.03 The Employer shall forward Exhibit One, 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.

4.04 **The Employer shall provide the Union, once a month, with an electronic Excel spreadsheet containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on leave of absence, during the previous month.**

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the wages 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 five (5) calendar days following the end of the month and shall be accompanied by a monthly **electronic Excel spreadsheet** of the names and Social Insurance Numbers of the employees (providing authorization has been provided by the employee) for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque or electronic deposit**,** with the name change of employees.

5.02 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 of each employee by no later than February 28th.

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any employee who is hired by the Employer shall be on probation for their first ninety (90) working days of employment. The Employer may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration articles of this Agreement, with the exception of issues pertaining to human rights, harassment or health and safety. It is also understood that the probationary period of any employee may be extended for a further thirty (30) working days with the written agreement of the Union, Employer and employee.

ARTICLE 7 HOURS OF WORK

7.01 The regular working hours for Employees shall be forty (40) hours in five (5) consecutive eight (8) hour shifts, Monday to Friday.

7.02 **Consecutive Hours of Work**

With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

7.03 **Work Week/One General Holiday**

In a week in which one (1) general holiday occurs the basic work week for full-time employees shall be thirty-two (32) hours to be worked over a four (4) day period during that week.

7.04 **Work Week/Two General Holidays**

In a week in which two (2) general holidays occur the basic work week for full-time employees shall be twenty-four (24) hours to be worked over a three (3) day period during that week.

7.05 **Work Schedules**

The Employer shall post a weekly work schedule for all employees not later than Thursday at 4:00 p.m. of each week for the following week. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday at 4:00 p.m., then the schedule already posted shall apply for the following week subject to change in accordance with this provision. Said schedule may be changed without notice in the event of emergencies including but not limited a snowstorm, breakdown of machinery, delivery of materials, employee absences or other instances of force majeure. In all other cases at least twelve (12) hours' notice of change must be given, or two (2) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice. For greater certainty, the payment referred to above does not apply in circumstances where the employee works overtime.

ARTICLE 8 MEAL AND REST PERIODS

8.01 **Meal Periods**

(a) A person working a daily shift of five (5) hours or more shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes.

(b) Meal periods for all employees shall be taken at approximately the midpoint of their daily shift.

8.02 **Rest Periods**

(a) An employee working a daily shift of eight (8) hours shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay as provided for in **sub-a**rticle 8.01 above. One (1) rest period shall be taken during the first half **(½)** of said daily shift and one (1) rest period shall be taken during the second half **(½)** of said daily shift. The scheduling of rest periods shall be at the discretion of the Employer.

(b) Rest periods for all employees shall not begin until one (1) hour after the commencement of the employees' regularly scheduled shift and must be completed no later than one (1) hour before either the meal period or the end of the regularly scheduled shift.

(c) An employee who, without the authorization of the Employer, arrives late to work by more than one (1) hour will not be entitled to their first paid break of the day unless approved by the Employer.

8.03 Employees who work overtime on the completion of their eight (8) hour shift shall receive uninterrupted breaks as follows:

(a) Where an employee is **required** to work two (2) hours of overtime or less, the employee shall not be entitled to any additional uninterrupted rest periods, **but shall receive a five (5) minute break for the last five (5) minutes of their regular scheduled shift.**

(b) Where an employee is **required** to work more than two (2) hours of overtime, but less than four (4) hours of overtime, the employee shall be entitled to take an uninterrupted fifteen (15) minute rest period with pay at the conclusion of their regularly scheduled shift.

(c) Where an employee is **required** to work four (4) hours of overtime, the employee shall be entitled to an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the regularly scheduled shift, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of the second hour of overtime worked. In the event the employee fails to complete the four (4) hours of overtime, the employee shall not be entitled to the additional uninterrupted fifteen (15) minute rest period with pay, unless the basis for the failure to complete the four hours of overtime is at the Employer's insistence, save and except in instances where the failure to complete the overtime is as a consequence of discipline.

8.04 **Time Clock**

The Employer shall provide a time clock to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they commence their shift and at the time they complete their shift. In circumstances where an employee fails to input their timecard at either the commencement or completion of their shift, the employee is required to obtain written approval from the Plant Manager to complete the timecard. Employees **and the Union** shall be entitled to review their timecards upon request.

The time clock is currently calculated in **quarter (¼)** hour intervals. Employees who arrive later than three (3) minutes after their assigned shift start time will not be required to attend on the floor until fifteen (15) minutes after the commencement of their shift.

8.05 **Truck Drivers and Assisting Employees**

With respect to truck drivers, if they are on the road or performing a delivery at a location outside the Employer's premises, the meal periods and rest periods shall be taken on the road, during the shift. Any employees assigned to assist the truck driver shall take the same meal period and rest periods as the truck driver. In all circumstances, unless otherwise contrary to this Agreement, the truck driver and the employee assisting the truck driver shall take meal periods and rest periods at a time least disruptive to the operations of the Employer.

ARTICLE 9 MANAGEMENT RIGHTS

9.01 The management of the Employer and the direction of the working force, including the right to plan, direct and control Employer operations, to maintain the order, discipline and efficiency of the employees and to require employees to observe reasonable Employer rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline;, suspend or discharge employees for proper cause, are to be the sole right and function of the management.

9.02 The Employer shall manage the industrial enterprise in which the Employer is engaged, and without restricting the generality of the foregoing to determine the number and location of plants and mills, the product to be manufactured, the methods and manufacturing, or operating, schedule of production, kinds and locations of machines and tool to be used, processes of manufacturing and assembling, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced, and to determine and establish standards of performance for all machines and operations.

9.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the management, therefore, retaining all rights not specifically covered in this Agreement.

9.04 The Employer may establish, from time to time, **reasonable** rules and regulation**s** governing employees, providing said rules do not conflict with the provisions of this Agreement.

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

ARTICLE 10 STRIKES AND LOCKOUTS

10.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

ARTICLE 11 UNION REPRESENTATIVE VISITS

11.01 A duly authorized full-time representative of the Union (the "Union Representative") shall be entitled to visit the Employer's premises for the purpose of communicating with the employees in the bargaining unit ("Bargaining Unit Member") with respect to matters relating to *The Labour Relations Act* or this Agreement. Such visits shall only occur after the Representative has notified the General Manager or, in his or her absence, the Office Manager or Plant Manager.

11.02 Subject to this Article, advanced notification of an intended visit shall not be mandatory, but wherever possible, the Union Representative shall provide notice prior to arriving at the Employer's premises. Prior notice shall be given by telephone call to the General Manager or, in **their** absence, the Office Manager or Plant Manager.

11.03 The Union Representative shall be entitled to visit the Employer's premises during the regular working hours of employees after 8:00 a.m., provided, however, that for any visit after 4:00 p.m., the Union Representative must provide not less than one (1) hour's advance notice, prior to 4:00 p.m., to a Representative of Management of the estimated time of arrival in order to allow a Representative of Management the opportunity to attend at the Employer's premises.

11.04 The Union Representative shall interview the **b**argaining **u**nit **employees** during their meal and/or rest periods, whenever possible. However, if the interview must occur during the **b**argaining **u**nit **employee's** working hours, the Employer shall allow the **b**argaining **u**nit **employee** up to five (5)-minutes of paid time off in order to meet with the **Union** Representative, provided said time off does not unduly interfere with the Employer's production and/or operations.

11.05 For greater certainty, under no circumstances will a Representative, eligible to meet with a Bargaining Unit Member, be entitled to meet with an employee during a production run.

11.06 Discussions between the Union Representative and a **b**argaining **u**nit **employee** shall be held in private so as to not distract or disrupt other employees. Any such meeting shall take place in a location designated by the Employer and acceptable to the Union.

11.07 When on the Employer's premises, the Union Representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of **their** duties and the Union Representative shall observe all reasonable policies governing the Employer's operation. However, no such policy shall prohibit, prevent or unduly interfere in any way with the Union Representative's rights that are provided for in this **Collective** Agreement.

11.08 The Union shall promptly notify the Employer in writing of the name of the Union Representative and any change thereto. The Employer will not recognize an individual as a Union Representative until such time as notification has been received from the Union.

ARTICLE 12 SHOP STEWARDS

12.01 The Employer shall recognize **two (2)** Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. **The Union shall provide the Employer, in writing, with the names of the Shop Stewards and whenever changes are made.** The Employer further recognizes the right of the Shop Stewards to oversee the terms of this Agreement being implemented and to present complaints and/or grievances to management. **Shop Stewards shall be employees of the bargaining unit.**

12.02 The Union acknowledges that a Shop Steward has regular duties to be performed on behalf of the Employer. In a grievance situation which requires a Shop Steward's attention during working hours, which issue cannot be addressed during a rest period or meal period, they shall not leave their regular duties without first obtaining permission to do so from a Representative of Management. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. Shop Stewards shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is greater than five (5) minutes. All such time off in accordance with this provision, during the Shop Steward's regular working hours, shall be without loss of pay. For greater certainty, the Steward shall not be entitled to any compensation outside of regular working hours.

12.03 The Employer shall not discriminate against any **employee** of the bargaining unit for exercising their rights under the terms of the Collective Agreement.

ARTICLE 13 LEAVES OF ABSENCE

13.01 Leave Authorization

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this Article **may** be made **verbally or** in writing.

Upon request from the employee, the Employer will provide written confirmation **or denial of the leave, with reasons, within five (5) working days,** of said leave **request**.

13.02 **Personal Leave**

The Employer may grant an employee a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient reason. Such request shall not be unreasonably denied. Upon written request from the employee, Shop Steward or Union Representative, the Employer agrees to provide in writing the reasons for denying any such request.

13.03 **Union Functions - Leave of Absence**

The Employer may grant a leave of absence without pay **and without loss of seniority** to an employee for the purpose of attending Union functions such as conventions, conferences, schools **and/**or seminars. Such leaves of absence may be restricted to one (1) **employee** at any one **(1)** time. The leave of absence shall be limited to a maximum **three (3) working** days per year. The Union agrees to notify the Employer in writing at least ten (10) calendar days prior to said functions. **The Employer shall have the right to refuse the leave of absence, taking into account the operational needs of the Employer.**

13.04 **Negotiation Leave**

The Employer shall allow two (2) employees time off without pay **from their complete shifts** for the purpose of attending negotiations **and one (1) complete shift for negotiation preparation prior to the first negotiation session** for the renewal of this Agreement, **subject to the operational needs of the Employer. The Union agrees to notify the Employer in writing at least ten (10) calendar days prior to said functions.**

13.05 **Family Leave**

In the event of an illness or injury occurring to an **employee, an** employee's spouse **(which includes common law and same sex partner)**, parent or child, or such other Family Member, as defined by *The Employment Standards Code,* the employee may be entitled to take an unpaid leave of absence or absences which shall not exceed three (3) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs **of themselves**, their ailing spouse **(which includes common law and same sex partner)**, parent or child. **Absences due to Family Leave shall be calculated based on hours missed, or portions thereof.**

13.06 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and, if so, shall be granted a leave of absence or absences in accordance with the provisions of *The Employment Standards Code*.

Any compensation to which an employee is entitled hereunder shall be in accordance with, and administered by, Employment Insurance.

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 13.08 of this Agreement.

13.07 **Jury/Witness Leave**

Any employee who is summoned for jury selection**,** jury duty or who receives a summons or subpoena to appear as a witness, in a Court of Law shall be granted an unpaid leave of absence. The **e**mployee will be expected to report to the Employer in the event that the proceedings are cancelled on a given day. The Employer reserves the right to request written confirmation that the employee has been summoned for jury selection or **subpoenaed.**

13.08 **Bereavement Leave**

In the event of the death of a spouse, common-law spouse, **same sex partner, fiancé,** father, mother, son**,** daughter, **brother, sister, grandparent, grandchild, step-parent or step-child,** of an employee with ninety (90) working days continuous service, the employee shall receive up to three (3) working days leave without loss of pay, immediately following the date of death, provided the employee was scheduled to work those days and provided one **(1)** of the said days is the day of the funeral. Where necessary, the funeral day may be taken at a later date, but shall be considered one **(1)** of the three **(3)** days.

In the event of the death of a guardian, **mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law,** or grandparent-in-law, of an employee with ninety (90) working days continuous service, the employee shall receive up to two (2) working days leave without loss of pay, **and one (1) unpaid working day**, immediately following the date of death, provided the employee was scheduled to work those days and provided one **(1)** of the said days is the day of the funeral. Where necessary, the funeral day may be taken at a later date, but shall be considered one **(1)** of the two **(2)** working days leave without loss of pay.

In the event of the death of an aunt or uncle, niece or nephew or anyone covered by *The Employment Standards Code,* of an employee with ninety (90) working days continuous service, the employee shall receive up to three (3)

unpaid working days, immediately following the date of death. Where necessary, the funeral day may be taken at a later date, but shall be considered one (1) of the three (3) unpaid working days.

Where an employee has more than thirty (30) days of continuous service, but less than ninety (90) days of continuous service, the employee shall be entitled to bereavement leave as set out in *The Employment Standards Code*.

In the event that the death occurs while the employee is on vacation, the bereavement leave shall commence on the date of death and the employee shall be entitled to carry the vacation days forward, to be taken at a later time as agreed to between the employee and the Employer.

To be eligible for bereavement leave, in the case of **same sex partner, same sex partner's family members and** common-law spouses and common-law spouse's family members, the employee must have **cohabited** for a period of one (1) continuous year.

Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside a radius of three hundred (300) kilometres of the City of Winnipeg.

13.09 **Maternity Leave**

A female employee who has been employed by the Employer for seven (7) consecutive months shall be granted a maternity leave of absence without pay by the Employer for the period of seventeen (17) weeks, in accordance with the provisions of *The Employment Standards Code*. The employee shall, as soon as possible, provide the Employer a medical certificate estimating the date of delivery and shall provide the Employer no less than four (4) weeks' written notice of the expected date of the start of the maternity leave.

An employee who ceases to work prior to the birth due to a medical condition arising from the pregnancy is still entitled to maternity leave even without the above notice, provided that the employee gives the Employer notice within two (2) weeks of work stoppage and provides the Employer with a medical certificate giving the estimated date of delivery and stating the period(s) of time within the seventeen (17) weeks before the estimated delivery or delivery date that she was medically unfit to work.

Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks from the estimated date of birth or the date of the birth unless the employee wishes to take parental leave immediately following the maternity leave.

Where an employee intends to return to work earlier than the seventeen (17) week entitlement, the employee must give the Employer a minimum of two (2) weeks' notice in advance of the day the employee intends to return to work. As well, the employee must provide the Employer with a doctor's certificate, certifying the employee to be medically fit to work.

13.10 **Parental Leave**

(A) **Entitlements**

Every employee who has been employed by the Employer for at least seven (7) consecutive months:

(a) who,

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

(ii) adopts a child, which adoption would entitled the employee to parental leave under the laws of Manitoba; and

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

is entitled to, and shall be granted parental leave of absence without pay, consisting of a continuous period of up to thirty-seven (37) weeks.

(B) **Commencement of Leave**

Subject to the following paragraph, 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. The employee shall decide when **their** parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work

after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under sub-article (A) above is not made in accordance with sub-article (B), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this **A**rticle for the portion of the thirty-seven (37) week leave period that remains at the time the application is made.

13.11 Protected Leaves of Absence

Employees may be eligible for other leaves of absence not covered by this Collective Agreement as provided in *The Employment Standards Code* (Manitoba) and associated regulations. Such leaves include but are not limited to:

(a) Long Term Leave for Serious Injury or Illness
(b) Domestic Violence Leave
(c) Leave for Organ Donation
(d) Leave for Reservists
(e) Leave for Citizenship Ceremony
(f) Leave Related to Death or Disappearance of a Child
(g) Leave Related to Critical Illness of a Child

For greater certainty, any leave covered by this Agreement is in lieu of, and not in addition to, any leaves required under *The Employment Standards Code* (Manitoba).

ARTICLE 14 SENIORITY

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

14.02 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, subject to the provisions hereof.

14.03 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 twenty six (26) weeks, or is called back to work after a layoff and does not provide evidence of an intention to accept the recall within five (5) calendar days of receiving a registered letter sent to **their** last known address, or after being recalled and providing evidence of an intention to return to work, does not return to work within fourteen (14) calendar days, or such longer time as may be agreed to between the Employer and the employee;

(d) is absent from work without an approved leave of absence for more than three (3) consecutive **scheduled shifts**.

(e) fails to return to work on the completion of an authorized leave of absence.

14.04 Seniority shall be the primary factor in all matters of promotion, awarding of a new position or vacancy, and recall after layoff, providing the more senior employee has the necessary ability to perform the normal functions of the job.

14.05 The Employer shall have the right to lay off employees. Where the Employer elects to layoff an employee, such layoff shall be classification based, and the employee with the least seniority in the classification shall be laid off first. The laid-off employee will be permitted to bump into a lower classification and displace another employee with less seniority provided the employee has the skill and ability to perform the normal requirements of the job, without the need of additional training. In circumstances where the employee bumps into a lower classification, the employee shall receive the wage associated with said classification.

14.06 The Employer shall provide the Union, in January of each year, an up-to-date seniority list of all employees covered under the terms of this Agreement. Copies of the seniority list shall be posted on the bulletin board located on the Employer's premises.

14.06 The Employer shall provide the Union, in January **and July** of each year, an up-to-date seniority list of all employees covered under the terms of this Agreement. Copies of the seniority list shall be posted on the bulletin board located on the Employer's premises **and faxed or emailed to the Union Office.**

14.07 The Employer agrees to provide as much notice as reasonably possible prior to changing an employee's status from full-time to a part-time basis.

ARTICLE 15 JOB POSTING

15.01 When a vacancy occurs and the Employer elects to fill the positon, **Cross Training** or a new position is created, notice shall be posted on the appropriate bulletin board for a period of two (2) calendar days. In order to be considered for the job posting, the employee must apply within the specified timeframe, failing which, they will no longer be eligible. Where an employee is on vacation at the time of the job posting, the employee, and only that employee, shall be given until the end of their next scheduled shift to apply for the position. The notice shall set out the position, qualifications, hourly rate of pay, anticipated shift times, and the effective date of the position. A copy of the job description, if available, shall be given to the employee upon request. **The Employer shall allow the Shop Steward and/or a bargaining unit employee to fax a copy of job posting notices to the Union Office when the vacancy or new position is posted**.

15.02 The Employer will post on the bulletin board, within seven (7) calendar days the name of the successful applicant filling the new position or vacancy.

15.03 Seniority shall be the primary factor when awarding a new position or filling a vacancy provided the more senior employee has the ability to perform the normal functions of the job. Where these other factors are equal, seniority will prevail. In order to assess the ability, a trial period up to a maximum of ten (10) **working** days ("the Assessment Period") **within a fifteen (15) working day period** will be granted to the senior successful applicant.

15.04 If the employee proves satisfactory during the Assessment Period **they** will be confirmed in the position for a training period, as set out Appendix "B" ("the Training Period") where **they** will receive a training wage as set out in this Agreement. Should **the employee** prove unsatisfactory during the Training Period, the employee will be returned to **their** former position **at their previous rate of pay and without any loss of benefits and seniority.**

15.05 Employees who have proven unsatisfactory for a vacant **or new position** or **voluntarily decide** to return **to** their former position in accordance with **sub-a**rticle 15.06 hereof, and have been placed back in their previous position, will not be eligible to re-apply for said position, in the event that said position is re-posted, for a period of **two (2) years**.

15.06 Once an employee has completed two hundred (200) hours of training, the employee must elect whether to continue with the training or return to their former positon. Where an employee elects to continue with the training, the employee is no longer entitled to elect to return to their former position.

15.07 Once an employee has reached the end of the Training Period, the employee will either be:

(a) awarded the position and receive the Full Rate;

(b) returned to his/her previous position as outlined in 15.04; or

(c) placed on extended training time/evaluation by mutual agreement up to a maximum of 120 hours. If Training Period is extended, an employee will receive the Training Rate until the evaluation is finalized and then either awarded the position and Full Rate or denied and returned to his/her previous position.

15.08 Where an employee is not successful in being awarded the position, whether as a result of the employee's failure to successfully complete the training or the employee's election to return to his/her former position, all training hours performed by the employee will be eliminated and the employee shall not be entitled to carry any training hours forward for subsequent job postings.

15.09 Where no employee has applied for a job posting, or when no employee is successful in obtaining a job posting, the Employer shall be entitled to hire a new employee to fill the job posting.

ARTICLE 16 JOB TRAINING

16.01 The Employer shall ensure that all employees in the bargaining unit are provided with appropriate training so as to enable them to at all times be familiar with all facets of their job and with all equipment to be used when performing their job. All such training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement. The Employer shall pay all costs involved in any courses or training that are required by the employer.

16.02 Notwithstanding article 16.01 hereof, the Employer shall not be required to pay for any costs associated with any courses and/or training relating to licensing for truck and/or fork truck/fork lift operators and/or training required by maintenance employees

16.03 The Employer shall have the right to cross-train employees either in the bargaining unit, or out of scope, to enable the employees to be familiar with the production, machines, and operations of the Employer. Where employees in the bargaining unit are cross-trained to perform work on the Employer's production, machines, or operations, the employees shall be entitled to the Training Rate associated with said duties, while the employee is training. However, the employee shall not be entitled to the Training Rate thereafter, unless the employee is performing a Temporary Assignment. The determination as to which employees will be cross-trained will be based on the employee's seniority, the qualifications and competence of the employee, any relevant education of the employee, and the discipline history of the employee as that discipline history may relate to the ability of the employee to perform the functions.

16.04 Where an employee is selected to cross-train and the employee is unsuccessful in completing the cross-training, which cross-training shall take the form of Article 15, with necessary modification, the Employer will be entitled to cross-train next most senior employee.

16.05 Where an employee applies for a Job Posting as set out in Article 15 hereof, the process under Article 15 with respect to training and assessment shall apply. For greater certainty, the Employer shall not be required to provide training or education to any employee who applies for a Job Posting, save and except the training as contemplated by Article 15.

16.06 Cross-training hours shall not be counted as hours towards the Training Period in the event an employee applies for a Job Posting. Where, within two (2) years of a Job Posting, an employee has successfully cross-trained in the positon or performed a Temporary Assignment in the position, the Training Period will be reduced by the lesser of (a) the hours of cross training or Temporary Assignment performed, or (b) twenty-five percent (25%) of the hours required for the Training Period. Notwithstanding the foregoing, Articles 15.05 and 15.06 shall apply.

ARTICLE 17 TECHNOLOGICAL CHANGE

17.01 Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

17.02 In the event of a technological change occurring during the term of this Agreement which shall displace or adversely affect a significant number of employees in the bargaining unit, or significantly alter the basis upon which this Agreement was negotiated, the Employer shall provide notice to the Union in accordance with *The Labour Relations Act.*

17.03 Notwithstanding the provisions contained in Article 17.02 above, any employee who is displaced by a technological change shall be required at that time to indicate in writing their choice of one (1) of the three (3) following options:

(a) the employee may elect to exercise their seniority to bump into a classification, at the classification wage rate, that they are capable of performing;

(b) the employee may elect to go on layoff status; or

(c) the employee may elect to voluntarily sever their employment completely with the Employer.

ARTICLE 18 SAFETY AND HEALTH

18.01 The Employer shall establish a Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) employees who are Union members and chosen by the Union and two management personnel. 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, 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.

18.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 18.01 above. Scheduling of the meetings shall be in the sole discretion of the Committee; however, where the Committee cannot agree, the Employer will have the discretion to set the Meeting dates.

18.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Safety and Health Committee to attend Employer-approved safety and health seminars, courses or conferences for job improvement. The employees on the Safety and Health Committee shall be entitled to take educational leave for two (2) normal working days, without loss of pay or benefits. The time and scheduling of the courses is at the Employer’s discretion. The employees will be required to provide confirmation of attendance.

18.04 In situations where an employee believes on reasonable grounds that a safety and/or health hazard exists, the employee shall first report their concerns to the Safety and Health Committee and the Plant Manager. 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 on reasonable grounds that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns first-hand. During this time period the employee may be assigned to perform other job functions that they are capable of doing.

18.05 First aid stations and eye wash stations shall be provided for and maintained at locations on the Employer's premises and shall be available for employees to use when they are at work.

18.06 The Employer shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Employer.

18.07 The Employer shall ensure that there is a clean and tidy lunchroom as well as clean and tidy washrooms available to the employees. The employees shall

ensure when using the lunchroom and/or washrooms that **they** keep the areas clean and tidy and not damage any property belonging to the Employer.

18.08 The Employer shall ensure that lunchroom amenities include a coffee machine, microwave oven, fridge, and sink for employees to use during their meal and/or rest periods. In the event the foregoing amenities require repair, the Employer shall be given a reasonable amount of time to effect the necessary repairs. The Employer has the right to alter the amenities if circumstances warrant.

18.09 From the date of signing of this Agreement, employees **shall be entitled** to purchase **their own CSA** approved Safety Shoes for which the Employer **shall** reimburse the employee for **fifty (**50%**) percent** of the cost of the Safety Shoes, up to a maximum of **one hundred ($100.00) dollars, upon proof of purchase, once every two (2) years.** The original receipt is required for reimbursement (copies not allowed). Any employee doing so must wear them during working hours.

18.10 Ear protection in the plant is mandatory. **E**mployee**s shall be entitled to** purchase their own Head Band Earmuff **for which** the **Employer shall** reimburse the employee **for fifty (50%) percent** of the cost **of the Head Band Earmuff,** up to a maximum of **fifteen ($15.00) dollars, upon proof of purchase, once every two (2) years.** The original receipt is required for reimbursement (copies not allowed). Any employee doing so must wear them during working hours.

ARTICLE 19 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

19.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

19.02 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 arbitration procedure contained in this Agreement. The Employer 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 Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

19.03 Employees shall be paid prior to noon of every second Friday subject to the respective financial institutions internal practices. Each employee’s pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the

previous Saturday. All statements will be provided to the employees electronically unless the employee currently receives a paper print out of their statement. All new employees will receive an electronic copy of their statement.

ARTICLE 20 DISCIPLINE/DISCHARGE

20.01 The Employer shall have the **right** to discipline or discharge any employee for cause. **Notwithstanding any consequences stated in this Agreement, the Employer shall have the right to discipline employees, where warranted.** A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined **and/or discharged**, shall be present when **an employee** of the bargaining unit is being disciplined **and/**or discharged. A Shop Steward is entitled to be present where the Employer is investigating an occurrence that may **likely** result in discipline being imposed. In cases of suspension or discharge, a full-time Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.

20.02 All **discipline and/or discharge** meetings shall be held in private and shall take place in a location on the Employer's premises.

20.03 The affected employee**, and either the employee chosen under sub-article 20.01 or** the Shop Steward who is involved shall be given a copy of any **discipline and/or discharge** notice which is to be entered on an employee's personnel file and that is given to an employee.

20.04 Employees covered by this Agreement shall receive copies of all their discipline that is contained in their own personnel file, upon written request by the employee involved.

ARTICLE 21 ADJUSTMENT OF GRIEVANCES

21.01 Any complaint or disagreement between the Employer 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.

21. 02 The Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

21.03 All grievances must be submitted in writing.

21.04 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or Union Representative with a Representative of Management or their designated appointee. The Representative of Management or their designated appointee shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Employer to handle Labour Relations 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.

21.05 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 22.

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

21.07 It is also understood that Article 21 extends to grievances advanced by the Employer, with necessary modification.

ARTICLE 22 ARBITRATION

22.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be reached in respect to the selection of an arbitrator by the parties involved, the matter may be referred to the Manitoba Labour Board which shall appoint an arbitrator.

22.02 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

22.03 In the event of termination or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable. Nothing in this Article shall limit the arbitrator’s jurisdiction to award a remedy.

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

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

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

ARTICLE 23 BULLETIN BOARD

23.01 The Employer will install a bulletin board on the Employer's premises for the exclusive use of the Union and allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Agreement.

ARTICLE 24 HEALTH AND WELFARE BENEFITS

24.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 25 HARASSMENT/ABUSE

25.01 The Employer is committed to providing a work environment in which all individuals are treated with respect and dignity. Harassment, including sexual harassment and psychological harassment, constitutes unacceptable conduct and shall not be tolerated.

25.02 Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew or ought reasonably to have known would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy or circumstances related to pregnancy), gender identity, marital status, sexual orientation, political belief, physical or mental disability, and family status.

25.03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offence or humiliation to an

individual, or that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

25.04 Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion.

25.05 The following is not harassment:

(a) The exercise of normal management activities does not constitute harassment. Normal management of discipline, work performance or absenteeism, the assignment of tasks, the application of progressive discipline and even termination of employment constitute the legitimate exercise of management rights. These actions do not constitute psychological harassment as long as management rights are not exercised in an abusive or discriminatory manner; or

(b) Difficult conditions of employment and professional requirements, job-related stress and organizational changes that are justifiable on an economic or technological basis where they affect personnel in a manner that is not arbitrary.

25.06 It is both the right and responsibility of any employee who believes that they have been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

25.07 All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and any investigation shall be conducted as expeditiously as possible.

25.08 Any employee who, as a result of a full investigation is determined to be in violation of this article, may be subject to disciplinary action. If the investigation concludes that the complaint is substantiated, no information shall be placed in the complainant’s file. If the complaint is found to be a frivolous or malicious, the complaint and the results of the investigation will be placed in the complainant’s file. Any employee who, as a result of a full investigation is determined to have made a frivolous or malicious complaint, may be subject to disciplinary action.

25.09 Any employee lodging a complaint and any person providing information pursuant to the complaint shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment and/or abuse of the individual as a result of their having made a complaint or having provided evidence regarding a complaint.

ARTICLE 26 ORIENTATION MEETING

26.01 The Employer shall allow new employees, who have been employed for two (2) weeks by the Employer, fifteen (15) minutes time off with pay during regular working hours in order to meet with a Shop Steward. The meeting shall take place at a time least disruptive to the Employer's operations, subject to the approval of the Employer, which will not be unreasonably withheld. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting.

ARTICLE 27 TRANSPORTATION COSTS

27.01 The Employer shall provide and pay for all forms of transportation that are to be used by employees who are required to perform work for the Employer that is away from the Employer's premises. Transportation costs shall not cover situations where the employee is attending a course, first aid training, or equivalent.

27.02 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance in the amount of $10.00. It is also understood that the Employee will ensure that they have sufficient time to complete the delivery prior to the end of their shift.

27.03 The Employer shall provide free on-site parking, and plug-ins to all employees who use a vehicle to go to and from work, subject to availability.

ARTICLE 28 APPENDICES AND LETTERS OF UNDERSTANDING

28.01 The Employer agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the letter itself.

ARTICLE 29 OVERTIME PAY

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

29.02 All employees working on general holidays as designated in Article 30 of this Agreement shall be paid in accordance with Article 30 plus an additional one and one-half (1½) times said hourly rate of pay for all such time worked on the general holiday.

29.03 Any employee who works on a Saturday and/or Sunday shall be paid one and one-half (1½) times their regular hourly rate of pay for all such time worked.

29.04 Subject to Article 3 hereof, where overtime is required by the Employer, the most senior employee, in the classification, on the shift where the overtime is required, who has the ability to do the normal functions of the job shall be offered the overtime first and thereafter in decreasing order of seniority. Without limiting Management Rights under Article 9 hereof, the scheduling of overtime is in the sole discretion of the Employer.

29.05 Where no employee in the classification is prepared to work overtime, the employee with the least seniority in the classification shall be required to perform the overtime. In the event that the least senior employee in the classification is unable to perform the work due to illness, injury or absence, the next least senior employee in the classification shall be required to perform the work and so on and so forth.

ARTICLE 30 GENERAL HOLIDAYS

30.01 The following days shall be recognized and considered as paid general holidays:

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

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

For greater certainty, where Remembrance Day falls on a Saturday or Sunday, the employees shall not be entitled to pay or a day of in lieu.

30.02 In order for an employee to qualify for a general holiday with pay the employee must not have been absent from their scheduled work day without the employer's consent immediately prior to **or** immediately following such holiday or if the employee is required to work on the general holiday and is absent without the employer's consent, as per *The Employment Standards Code* **(Manitoba)**. **Subject to sub-article 30.06, vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.**

30.03 If a **G**eneral **H**oliday occurs during an employee's vacation, the employee, shall take an extra day's vacation with pay immediately before the employee's vacation, or at the end of the employee's scheduled vacation**, subject to approval from the Employer**. **Upon request of the employee and as agreed to by the Employer, the extra days' vacation may be taken at a time that is mutually agreeable to the employee and the Employer. The scheduling of the alternate date, shall not be subject to a preference based on seniority.**

30.04 **Effective December 1, 2017, an employee shall be entitled to General Holiday pay in an amount equal to the employee's regular classification wage rate for eight (8) hours for each General Holiday.**

30.05 Recently hired employees, who have not performed four (4) weeks' service for the Employer prior to a General Holiday, shall be paid an amount equal to five (5%) percent of the employee's earnings (excluding overtime) in the four (4) week period immediately preceding the General Holiday.

30.06 In order to be eligible for General Holiday pay, an employee must have worked at least one (1) day in the four (4) week period preceding the General Holiday.

ARTICLE 31 MINIMUM SHIFT

31.01 No employee shall be scheduled to work for less than eight (8) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the greater of: (a) the number of hours worked or (b) three (3) hours of work at their appropriate hourly rate of pay. The foregoing shall not apply if the employee is not scheduled to work on a particular day.

ARTICLE 32 RELIEVING RATES AND TEMPORARY ASSIGNMENTS

32.01 Where an employee is absent, or no longer working, for any reason whatsoever, another employee may be temporarily assigned to a different classification, from time to time, based on operational needs. Where an employee is fulfilling the duties of another classification, on a temporary basis, (a "Temporary Assignment") the

performance of the Temporary Assignment shall not result in the creation of a new positon, nor will the employee be considered to have filled a vacant position.

32.02 Employees fulfilling the duties of Temporary Assignment, as contemplated by Article 32.01, shall be assigned based on operational needs and cost effectiveness. Seniority shall not be the governing factor in determining Temporary Assignments. However, the Employer shall take seniority into account where all other considerations are equal.

32.03 Any employee who is temporarily assigned to work in a higher paying classification shall receive the Training Rate of pay for all time worked in the higher classification. In such circumstance, the employee is required to complete a timesheet setting out the hours of work performed in the Temporary Assignment, which is subject to the approval of the Plant Manager.

32.04 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time worked in the lower classification.

32.05 For the purposes of this Article, an Employee shall no longer be considered to be performing duties of a Temporary Assignment where:

(a) The Employee has been performing the duties of the Temporary Assignment for more than three (3) consecutive months; and

(b) The Employee is performing the duties of the Temporary Assignment for more than fifty percent (50%) of the employee's regular hours of work, over that three (3) month period.

Notwithstanding the foregoing, where the Temporary Assignment is caused by an employee leave of absence, medical or otherwise, the timeframes above will not apply and the employee placed in another classification will be performing a Temporary Assignment until the earlier of: (a) the date the employee on leave returns; or (b) the date the employee is no longer employed by the Employer; or (c) six (6) months from the date the Temporary Assignment commenced.

32.06 Where under Article 32.05 the employee is no longer performing a Temporary Assignment, the employer shall elect whether to post the position, create a new position, or require the employee to cease performing the duties of the Temporary Assignment.

32.07 For the purposes of Article 29.05 only, an employee filling a Temporary Assignment shall be considered to be in the classification of the Temporary Assignment, provided no other employee, regularly in said classification, is available to work overtime by reason of absence or illness.

ARTICLE 33 PREMIUM PAY

33.01 Evening Shift Premium

Any employee who is required to work at any time between the hours of 4:00 p.m. and midnight the same day shall be paid an evening shift premium in addition to their regular hourly rate of pay in the amount of **sixty (60¢) cents** per hour for each such hour and portion of an hour worked. Evening shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

33.02 Night Shift Premium

Any employees who are required to work at any time between the hours of midnight and 8:00 a.m. the following day shall be paid a night shift premium in addition to their regular hourly rate of pay in the amount of seventy-five cents ($0.75) per hour for each such hour and portion of an hour worked. Evening shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

33.03 Lead Hand Premium

Any employee who is requested by the Employer to be lead hand will receive a premium of seventy-five cents ($0.75) per hour for all hours worked as the lead hand. A lead hand will be appointed solely by management and not based on seniority. The Employer has the option to do without a Lead Hand if it deems it necessary. In circumstances where a supervisor is on shift, the Lead Hand premium shall not apply.

ARTICLE 34 VACATIONS

34.01 Employees who, on May 1st of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire shall receive pro-rated time off, based on two (2) weeks of vacation and vacation pay in an amount equal to four (4%) percent of their regular wages paid during the period of employment for which no vacation allowance has been paid, up to May 1st.

34.02 Employees who, on May 1st of each year, have one (1) year of continuous service but less than four (4) years of continuous service with the Employer since their most recent date of hire, shall be entitled to two (2) weeks' vacation with pay at four (4%) percent of their regular wages paid to them during the previous calendar year.

34.03 Employees who, on May 1st of each year, have four (4) years of continuous service but less than twelve (12) years of continuous service with the Employer since their most recent date of hire, shall be entitled to three (3) weeks' vacation with pay at six (6%) percent of their regular wages paid to them during the previous calendar year.

34.04 Employees who, on May 1st of each year, have twelve (12) years of continuous service but less than twenty-five (25) years of continuous service with the Employer since their most recent date of hire, shall be entitled to four (4) weeks' vacation with pay at eight (8%) percent of their regular wages paid to them during the previous calendar year.

34.05 Employees who, on May 1st of each year, have twenty five (25) years or more of continuous service with the Employer since their most recent date of hire, shall be entitled to five (5) weeks' vacation with pay at ten (10%) percent of their regular wages paid to them during the previous calendar year .

34.06 Employees whose employment is terminated shall be entitled to be paid out the accrued, but unpaid vacation owing to the date of termination.

34.07 Where an employee meets a year of service target based on their anniversary date, during the vacation year (May 1 to April 30), the employee shall be entitled to number of weeks' vacation, set out herein; however, the amount of vacation pay to which the employee is entitled shall be pro-rated based on the employee's years of service in the previous vacation year, taking into account the years of service of the employee prior to and after the anniversary date of their hire.

Example:

If the employee is hired on January 1, 1975, after 25 years of service, January 1, 2000, the employee's vacation entitled after May 1, 2000, shall be 5 weeks. The pay to which the employee will be entitled will be:

Eight percent (8%) of the employee's previous years regular wages from May 1, 1999 to January 1, 2000; and

Ten percent (10%) of the employee's previous years regular wages from January 1, 2000 to May 1, 2000.

Such example will apply with necessary modification, depending on years of service.

34.08 The scheduling of vacation is in the discretion of the Employer, taking into account operational needs. No more than two (2) employees shall be entitled to be off on vacation at any given time. Seniority shall be the governing factor in the choice of vacation, between employees in the bargaining unit; however, it is understood that operational requirements may make it impossible for certain employees to be off at the same time, notwithstanding their seniority. No more than two (2) weeks of vacation may be scheduled by any one **(1)** employee during the months of June, July and August.

34.09 The vacation period for all employees in the bargaining unit shall be from May 1st to April 30th of each year

34.10 Employees shall be entitled to take up to two (2) weeks vacations consecutively, if available, unless a greater consecutive vacation is approved by the Employer.

34.11 The Employer shall meet with employees to determine their preferred vacation time. Once determined, the Employer shall post a finalized vacation schedule which will not be changed except at the request of the employee, which request is authorized by the Employer, or as operational requirements of the Employer necessitate a change. After the vacation schedule is finalized, seniority shall no longer be a factor when altering the vacation schedule, in accordance with the foregoing.

34.12 Vacation pay shall be paid to employees in the pay period in which the vacation takes place.

34.13 **Christmas Shutdown**

Effective January 1, 2018, the Employer shall notify all bargaining unit employees no later than December 15th, of each year as to the designated dates for Christmas Shutdown. Where December 15th falls on a Saturday or a Sunday, the specific days will be designated on the following Monday. **Employees shall have the following options:**

(a) Take shutdown days as five (5) vacation days; OR

(b) Take shutdown days as an approved unpaid leave of absence.

ARTICLE 35 PAYMENT FOR MEETING ATTENDANCE

35.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

ARTICLE 36 WORKERS COMPENSATION BENEFITS

36.01 Notice of Injury to Employer

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by Employer Management and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act.

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

36.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 37 EXPIRATION AND RENEWAL

37.01 This Agreement shall be in effect from **January 1, 2017**, and shall remain in effect until **December 31, 2020**, 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.

37.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:	**FOR THE EMPLOYER:**
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

BENEFITS

A-1 The Employer shall maintain benefits for all eligible employees outlined in the Employee Benefits Booklet provided by Empire Life (Policy Number G5290-001) as such eligibility is defined in the plans pertaining to such benefits. It is understood that the benefits available under the terms of the plan may change from time to time, and to the extent that the premiums remain equal, the Employer will endeavour to maintain benefits at their current level. It is understood that the Employer fulfils its obligations under this provision by providing, maintaining and paying the requisite premiums for the aforementioned benefits but in all respects the plans shall be administered in accordance with the rules and regulations of the respective plans, said plans not forming part of this Agreement.

A-2 During the life of this Agreement, the premium payments for the benefits provided under Empire Life (Policy Number G5290-001), shall be paid for at 50% by the Employer and 50% by the employee.

In order to avoid LTD and life payments being classified as a taxable benefit, the employee's 50% premium payment shall be allocated to cover 100% of the premiums associated with said benefits. If the event that the employee portion of the premiums is not sufficient to cover 100% of the LTD and life premiums, the employee shall be responsible for making up the difference.

Where an employee is not receiving wages from the Employer, due to a leave of absence, medical or otherwise, in order to maintain benefits, the employee must provide the Employer with post-dated cheques covering the premiums required under the benefit plan, within fifteen (15) days of the commencement of the leave of absence. Where an employee fails to pay the premiums, for any reason whatsoever, the employee will no longer be eligible to participate in the benefit plan. For greater certainty, under no circumstances will the Employer pay the employee portion of the premiums. When benefits are suspended and the employee returns to work, eligibility will be determined in accordance with the plan.

APPENDIX "B"
WAGE SCALE

	Current	1.3% 1-Jan-17	1.5% 1-Jan-18	1.5% 1-Jan-19	2% 1-Jan-20
Flexo1/Flexo 2					
Training Rate	$22.06	$22.35	$22.69	$23.03	$23.49
960+ hours (Full Rate)	$22.28	$22.57	$22.91	$23.25	$23.72
Big Press					
Training Rate	$20.46	$20.73	$21.04	$21.36	$21.77
960+ hours (Full Rate)	$22.06	$22.35	$22.69	$23.03	$23.49
Die Cutter					
Training Rate	$19.46	$19.71	$20.01	$20.31	$20.72
720+ hours (Full Rate)	$20.75	$21.02	$21.34	$21.66	$22.09
Slitter					
Training Rate	$19.11	$19.36	$19.65	$19.95	$20.35
720+ hours (Full Rate)	$20.26	$20.52	$20.83	$21.14	$21.56
Ritesize/Small Press					
Training Rate	$16.32	$16.53	$16.78	$17.03	$17.37
720+ hours (Full Rate)	$17.31	$17.54	$17.80	$18.07	$18.43
Semi Driver - Class 1					
Training Rate	$17.69	$17.92	$18.19	$18.46	$18.83
640+ hours (Full Rate)	$18.29	$18.53	$18.81	$19.09	$19.47
Taper/Gluer					
Training Rate	$16.06	$16.27	$16.51	$16.76	$17.10
640+ hours (Full Rate)	$17.03	$17.25	$17.51	$17.77	$18.13
Stitcher					
Training Rate	$16.06	$16.27	$16.51	$16.76	$17.10
640+ hours (Full Rate)	$17.03	$17.25	$17.51	$17.77	$18.13
Head Shipper/Receiver					
Training Rate	$16.62	$16.84	$17.09	$17.35	$17.70
640+ hours (Full Rate)	$18.03	$18.26	$18.53	$18.81	$19.19

Assistant Shipper/Receiver					
Training Rate	$13.78	$13.96	$14.17	$14.38	$14.67
640+ hours (Full Rate)	$14.80	$14.99	$15.22	$15.45	$15.76
Band Saw					
Training Rate	$13.73	$13.91	$14.12	$14.33	$14.62
640+ hours (Full Rate)	$14.65	$14.84	$15.06	$15.29	$15.60
Flexo1/Flex 2 - Setup					
Training Rate	$13.61	$13.79	$14.00	$14.21	$14.49
640+ hours (Full Rate)	$14.54	$14.73	$14.95	$15.17	$15.47
Forklift Operator					
Training Rate	$11.84	$11.99	$12.17	$12.35	$12.60
640+ hours (Full Rate)	$13.24	$13.41	$13.61	$13.81	$14.09
General Labourer					
Training Rate	$11.52	$11.67	$11.85	$12.03	$12.27
640+ hours (Full Rate)	$12.81	$12.98	$13.18	$13.38	$13.65
Mechanic					
Training Rate	$23.29	$23.59	$23.94	$24.30	$24.79
960+ hours (Full Rate)	$24.85	$25.17	$25.55	$25.93	$26.45

The following employees shall be grandfathered and shall be paid hourly rates as listed below:

Lloyd Funk	$19.62	$19.88	$20.18	$20.48	$20.89
Michelle Bergeron	$19.62	$19.88	$20.18	$20.48	$20.89
Ray Pottinger	$21.49	$21.77	$22.10	$22.43	$22.88

In the event that Brent Kasprick successfully completes training on Flexo 1, he will receive the following rates:

Brent Kasprick	$22.65	$22.94	$23.28	$23.63	$24.10

The aforementioned rates will increase based on standard rate increases

B-2 Retroactive Pay

All employees, on the Employer's payroll on the date of the signing of this Agreement, shall receive full retroactive pay to January 1, 2017, for all hours worked, including vacation and overtime paid. Retroactive pay shall be paid to all employees within forty-five (45) calendar days following the date this Agreement is signed. Retroactive pay will be issued to each employee in the bargaining unit by direct deposit and designated as a separate line item on the pay stub. Retroactive pay will be paid over two (2) pay periods.

B-3 Cross Training

Sub-article 16.03 shall not apply in circumstances where an employee has been cross-trained prior to **September 9, 2015**. On a go-forward basis, all decisions by the Employer to cross-train employees, in the Employer's sole discretion, shall be done in accordance with Article 16.

B-4 Temporary Assignments

The timeframes set out in Article 32 will commence on **September 9, 2015**. For greater certainty, any employee working in a temporary assignment **on September 9, 2015,** shall be deemed to have commence the Temporary Assignment on **September 9, 2015**.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

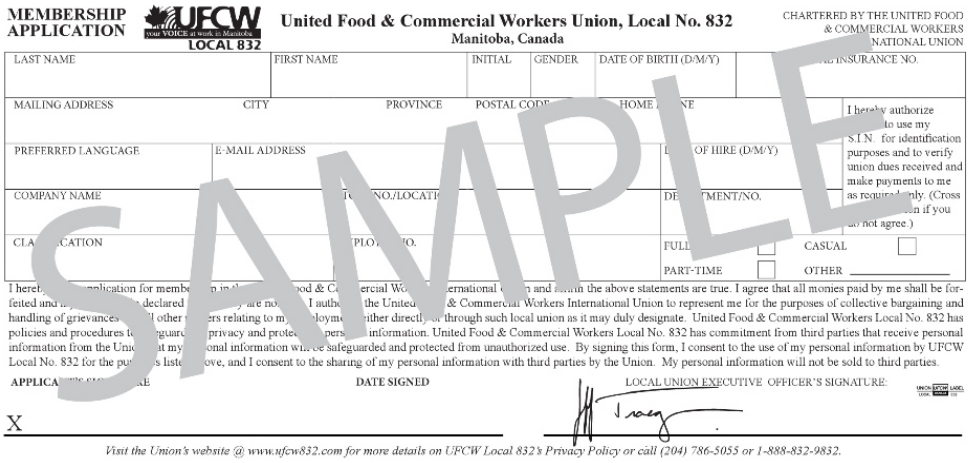
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **United Food and Commercial Workers Union, Local No. 832, and Instabox Winnipeg LTD.** contain the following statements:

"The Employer shall retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff."

"The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, attached hereto as Exhibit One, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees."

"The Employer shall deduct from the wages 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 five (5) calendar days following the end of the month and shall be accompanied by a monthly written statement of the names and Social Insurance Numbers of the employees (providing authorization has been provided by the employee) for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque or electronic deposit**,** with the name change of employees."

Please complete the Membership Application (sample below) immediately and return it to your Employer to be forwarded to UFCW Local No. 832 Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.



MEMBERSHIP APPLICATION

UFCW LOCAL 832

United Food & Commercial Workers Union, Local No. 832
Manitoba, Canada

CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION

LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.

MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross it if you do not agree.)

PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)

COMPANY NAME	LOCATION NO./LOCATION	DEPARTMENT/NO.

CLASSIFICATION	EMPLOYEE NO.	FULL ☐	CASUAL ☐
		PART-TIME ☐	OTHER _____

I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and my rights declared void if I am not. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and all other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard my privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.

APPLICANT'S SIGNATURE — DATE SIGNED — LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:

X

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

SAMPLE