

**HITEK PRINT MANAGEMENT INC.**

FROM: August 1, 2019

TO: July 31, 2023

# President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,  
President UFCW Local 832



# HITEK PRINT MANAGEMENT INC.

## TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
Bereavement Leave	13.4	6
Compassionate Care Leave	13.6	6
Contracting Out	5.2	3
Credit for Past Experience	15	7
Deduction of Union Dues	3	2
Employee Bonuses	18	7
Exhibit One	Form	13
Familiarization Trips	8	5
Final Offer Selection	21	9
General Holidays	6	4
Grievance Procedure	11	5
Health and Safety	20	8
Health and Welfare	17	7
Jury Duty and Witness Fees	13.3	6
Leaves of Absence	13	6
Management Rights	5	3
Manitoba Food and Commercial Workers Dental Plan	Appendix A-1	12
Maternity Leave	13.1	6
Meal and Rest Periods	14	7
Minimum Call-In	10	5
Minimum Wage Adjustment	19.2	8
Overtime	9	5
Parental Leave	13.2	6
Personal Leave	13.5	6
Recognition	1	1
Severance Pay	12	5
Term of Agreement	22	10
Time Off for Illness or Injury	16	7
Union Membership	2	2
Union Representative's Visits	4	3
Vacations	7	4
Wages and Classifications	19	7

**EXPIRY DATE: JULY 31, 2023**

**AGREEMENT BETWEEN:**

**HITEK PRINT MANAGEMENT INC.,**  
hereinafter referred to as the "Company",

**AND**

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

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

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

**ARTICLE 1            RECOGNITION**

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

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

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

## **ARTICLE 2 UNION MEMBERSHIP**

2.1 The Company 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. Employees who have not completed their probationary period at the date of the signing of this Agreement shall similarly be required to become members of the Union within thirty (30) days following that date.

2.2 The Company will procure from such new and probationary 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 Company will inform the Union within forty-eight (48) hours of all new employees.

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

3.1 The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the membership of 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 and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union with any name change of employees, and names and termination dates of employees who have terminated their employment in that accounting period.

3.2 Each year the Company shall calculate the amount of Union dues, assessments and initiation fees deducted from the employee's pay and shall indicate same on the T-4 slip for each employee.

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

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

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

#### **ARTICLE 4 UNION REPRESENTATIVE'S VISITS**

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

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

#### **ARTICLE 5 MANAGEMENT RIGHTS**

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

##### **5.2 Contracting Out**

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

**ARTICLE 6            GENERAL HOLIDAYS**

6.1                            Days designated as general holidays are as follows:

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

6.2                            In the case of New Year's Day, no compensation shall be given for the holiday if the holiday falls on Saturday or Sunday. If the holiday falls on the Monday, Wednesday or Friday, employees shall receive that day off with pay or an extra day's pay in lieu thereof. If the holiday falls on a Tuesday, employees shall get the Monday and Tuesday as day off with pay. If the holiday falls on a Thursday, employees shall receive Thursday or Friday as days off with pay. Thus in the event the holiday occurs on a Tuesday or Thursday, employees would only be required to work three (3) days for five (5) days' pay.

**ARTICLE 7            VACATIONS**

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

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

- (e) completed ten (10) full years or more of continuous service as of August 31st in any year; five (5) weeks' vacation with pay computed at ten (10%) percent of total earnings up to such August 31st.

## **ARTICLE 8 FAMILIARIZATION TRIPS**

8.1 Cost of familiarization trips will be set in amounts provided for by the Company offering said trip. Additional costs as determined by Hitek Print Management will only be covered when an employee is required to go on said trip.

## **ARTICLE 9 OVERTIME**

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

## **ARTICLE 10 MINIMUM CALL-IN**

10.1 No employee shall be called in to work for less than eight (8) hours per day unless the employee chooses to do so.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A system to ensure the prompt the equitable resolution of problems as Hitek Print Management shall be developed and maintained. To augment this system, the appropriate provisions of the Manitoba Labour Relations Act will be available to the parties.

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

## **ARTICLE 12 SEVERANCE PAY**

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



**ARTICLE 13 LEAVES OF ABSENCE**

13.1 **Maternity Leave**

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

13.2 **Parental Leave**

Employees will be allowed parental leave in accordance with the Employment Standards Code C.C.S.M. c. E110, 2007.

13.3 **Jury Duty and Witness Fees**

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

13.4 **Bereavement Leave**

Management will decide what is a reasonable time allotment depending on situation requirements; but still not be less than one (1) paid day and no more than three (3) days off in total for bereavement purposes.

13.5 **Personal Leave**

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

13.6 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations.

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 13.3 of the collective agreement.

**ARTICLE 14 MEAL AND REST PERIODS**

14.1 During an eight (8) hour work period of 9:00 am to 5:00 pm there will be a time allotment for two (2) fifteen (15) minute paid rest periods and a one (1) hour paid meal period.

**ARTICLE 15 CREDIT FOR PAST EXPERIENCE**

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

**ARTICLE 16 TIME OFF FOR ILLNESS OR INJURY**

16.1 A reasonable amount of time off for sickness or injury will be recognized. A minimum of seven (7) paid sick days shall be credited to each employee on January 1<sup>st</sup> of each year. Paid sick days shall not accumulate from one year to the next. Sick days shall only be paid upon production of a medical note.

**ARTICLE 17 HEALTH AND WELFARE**

17.1 The Company shall pay the full premium cost for all the Health and Welfare Benefits that are available to employees.

17.2 Appendix A forming part of this Agreement describes the health and welfare provisions of this Agreement.

**ARTICLE 18 EMPLOYEE BONUSES**

18.1 An annual cash bonus payment will be paid to each employee at the Company's year end. Said cash bonus payment shall be in accordance with the Company policy.

**ARTICLE 19 WAGES AND CLASSIFICATIONS**

19.1 Weekly salaries are based on a forty (40) hour work week which includes two (2) paid fifteen (15) minute coffee breaks and one (1) paid one (1) hour lunch break for each day of work.

The minimum salaries provided for in this Agreement are as follows:

**Rates and Classifications**

**Aug. 1/19**

**Part-time Employment**

*Office Support Clerk/Receptionist*

**\$14.15/hr**

- General office duties
- Filing
- Data Entry
- Receptionist duties
- Order supplies

**Full-time Employment**

*Office Support Clerk/Receptionist*

**\$14.15/hr**

- General office duties
- Filing
- Data entry
- Receptionist duties
- Order supplies

**Full-time Employment**

*Customer Service/Sales Assistant*

**\$15.50/hr**

- Answer inquiries and provide information to customers
- Writing up work orders
- Coordinating and scheduling orders
- Providing assistance to Sales personnel as required
- General office duties and data entry

19.2

**Minimum Wage Adjustment**

Each cents per hour increase to the Manitoba Provincial Minimum Wage shall be applied to all of the hourly rates of pay contained in 19.1 dealing with wages. At the time of the change a new 19.1 dealing with wages shall reflect any revised hourly rates of pay not shown here and shall be prepared by the Union and signed off by the respective parties. For the purposes of this Agreement, the effective date of any such increase shall be the same as the effective date of the increase to the Manitoba Provincial Minimum Wage.

**ARTICLE 20 HEALTH AND SAFETY**

The Company, the Union and all Employees will make every effort to comply with the Manitoba Workplace Safety and Health Act and regulations.

## **ARTICLE 21      FINAL OFFER SELECTION**

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

1.            The parties to this Collective Agreement, having agreed to commence negotiations for the renewal of this Collective Agreement, if and when notice is properly given, agree to negotiate in good faith with a view to reaching agreement on a renewal of this Collective Agreement.
2.            The parties agree to enter into and proceed through negotiations and further agree that each will make every reasonable effort to reach agreement on the provisions for the renewal of this Collective Agreement.
3.            Should the parties reach an impasse in direct negotiations for the renewal of this Agreement, they mutually agree to submit all outstanding matters to Final Offer Selection as hereinafter provided.
4.            (a)        The parties shall meet and agree on which items remain outstanding between them within seven (7) days of the date of reaching such impasse as set forth in paragraph 3 above.  
  
              (b)        The items outstanding shall be divided into non-monetary clauses and monetary clauses.  
  
              (c)        The parties agree that they shall attempt to agree on the name of the person to act as Selector of this Final Offer Selection method procedure.  
  
              (d)        If the parties cannot agree on a person to act as Selector, then they shall request the Manitoba Labour Board to appoint the person to act as such Selector.  
  
              (e)        The parties agree to submit their respective final proposals on the non-monetary provisions which remain outstanding between the parties and they further agree to submit their final proposals on the monetary provisions which remain outstanding between the parties to the person agreed or appointed to act as Selector.

- (f) The Selector shall receive from each of the parties to this Agreement a written statement or brief outlining each of the respective parties' positions on the non-monetary and monetary provisions within seven (7) days of his or her appointment or selection and shall elect either the Company or the Union position as outlined by them as the basis for settlement of those items contained in each of the groupings of monetary and non-monetary provisions.
- (g) The parties may mutually agree that their best interests would be served by the Selector convening a meeting rather than receiving the positions of the parties in writing. Failing such mutual agreement, the parties will submit their final proposals on all outstanding issues by registered mail within the seven (7) days specified above or they shall waive all rights under this provision and the Selector is instructed to proceed with the written statements or briefs which are properly filed with the Selector within the time limits specified above.
- (h) The Selector shall render his or her decision within twenty-eight (28) days of his or her selection or appointment and said decision shall be final and binding on all parties to this Agreement.
- (i) Each party shall pay the cost of any witnesses it requires if a meeting (as provided for in Section 4(g) above) is held and the parties shall share equally the cost of the Selector.

## **ARTICLE 22      TERM OF THE AGREEMENT**

22.1                      This Agreement shall be effective from August 1, **2019**, and shall remain in effect until July 31, **2023**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary or such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

22.2                      When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period. Should the parties reach an impasse in direct negotiations for the renewal of this Agreement, they

mutually agree to submit all outstanding matters to Final Offer Selection as indicated in Section 20 of this Agreement.

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

**SIGNED THIS                      DAY OF                      , 2019.**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### HEALTH AND WELFARE

#### **A-1 Manitoba Food and Commercial Workers Dental Plan**

- (a) The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **forty (40¢)** cents effective on the Monday following ratification, for straight time hours paid, sick pay (not including weekly indemnity), full-time employees' vacation as entitled under Section 18, and general holidays, to the maximum of forty (40) hours per week and two thousand (2000) hours per calendar year per employee in respect to all employees in the bargaining unit.
- (b) Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.
- (c) It is agreed that in the event the Government of Canada and the Province of Manitoba provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a government plan create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contributions in respect to the cost of these benefits shall cease.
- (d) Additional cents per hour contributions if required to maintain the current fee schedule as determined by the Actuary of the Plan, shall be made by the Company as follows:
  - 1¢ per hour effective July 1, **2020**
  - 1¢ per hour effective July 1, **2021**
  - 1¢ per hour effective July 1, **2022**
  - 1¢ per hour effective July 1, **2023**

## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:


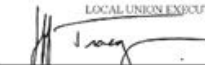
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and HITEK Print Management Inc. state the following:

“The Company 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. Employees who have not completed their probationary period at the date of the signing of this Agreement shall similarly be required to become members of the Union within thirty (30) days following that date”.

“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 and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Company agrees to provide each new employee and rehired employee, at the time of employment with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees. The contents of such letter must be agreed upon by the Company.”

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

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

<b>MEMBERSHIP APPLICATION</b>		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D-M-Y)	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D-M-Y)		I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out rows if you do not agree.)	
COMPANY NAME		TOWN/SUBURBAN/LOCALITY		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	
			PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>	
I hereby declare my 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 used for the purposes of the Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances.						
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		
X						

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