

**INTEGRATED MESSAGING
INC.**

FROM: January 1, 2019
TO: December 31, 2022

President's Message



Dear Member,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



INTEGRATED MESSAGING INC.

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EXPIRY DATE: DECEMBER 31, 2022

AGREEMENT BETWEEN:

**INTEGRATED MESSAGING
INC.**, in the City of Winnipeg,
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".

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

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

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the United Food and Commercial Workers Canada Local 832 as the bargaining agent of all Customer Service Representatives of Integrated Messaging, Inc. in the city of Winnipeg, Province of Manitoba save and except Office Staff, Managers and persons above the rank of Manager, and those excluded by the Act.

1.02 The term "employee" as used in this Collective Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.01 above. For the purposes of interpretation, whenever the feminine gender is used in this Collective Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice-versa, wherever the context so requires.

1.03 The Company shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively.

1.04 The Employer shall have the right to sub-contract bargaining unit work, except that such sub-contracting shall not result in the lay-off of a bargaining unit employee. In addition, the Company will recall laid off employees within last 3 months prior to using a sub-contractor provided that a laid off employee has the necessary experience, skills, abilities, and where required, certifications and/or licenses necessary to do the work.

1.05 Except where otherwise specified in this Collective Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-time Employee**

For the purposes of this Collective Agreement, full-time employees mean all employees in the bargaining unit who are regularly scheduled to work forty two and a half (42.5) hours from Monday to Sunday inclusive.

2.02 **Part-time Employee**

Part-time employees mean all employees in the bargaining unit who are regularly scheduled to work between twenty-four (24) but less than forty (42.5) hours from Monday to Sunday inclusive.

2.03 **Casual Employee**

Casual employees mean all employees in the bargaining unit who are regularly scheduled to work less than twenty-three (23.5) hours from Monday to Sunday inclusive and employees who are not regularly scheduled to work but who are called into work on an as-needed basis, or employees who work a regular schedule but do so for a specific period only.

2.04 **Temporary Employees**

For the purpose of this Collective Agreement, temporary employees mean individuals who are hired on an interim basis to assist in the completion of a specific project or for vacation relief.

Prior to a temporary employee(s) being hired, the work will first be offered to current employees, provided that such employees have the needed skills and can meet the Employer's operational requirement. Upon completion of 480 hours of scheduled and worked, these employee(s) will be considered casual employee(s) and thereafter considered member(s) of the Union as a condition of employment.

ARTICLE 3 UNION SHOP

3.01 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 for full-time, part-time and casual employees. The term "hired or rehired" shall not apply to employees who are on layoff.

3.02 The Union shall provide each new employee and rehired employee, at the time of employment, with a membership application form supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

3.03 The Employer shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date the employee is provided with the membership form. The Union shall bear the expense of printing and mailing the form.

3.04 The Union agrees to pay the cost of printing the Collective Agreement.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer shall deduct from the wages of each bargaining unit employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. If for any reason whatsoever an employee's dues are not deducted, they shall be deducted from their following paycheque. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

4.02 The Union shall provide the Employer with a minimum of four (4) weeks' prior written notice of any assessment or of any change in the amount of Union dues and initiation fees that are to be deducted from employees.

4.03 The Union shall indemnify and save the Employer harmless from any and all claims for amounts of monies deducted from the employees' pay and remitted to the Union under the terms of this article.

4.04 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.

4.05 The Employer shall provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

ARTICLE 5 PROBATIONARY PERIOD

5.01 Any employee who is hired by the Employer shall be on probation **for the first sixty (60) calendar days from the date of hire.** The Employer, at its discretion, 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. During the probationary period, the probationary employee shall have no seniority standing. Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof, shall be credited with seniority back to the date of last hire.

ARTICLE 6 HOURS OF WORK

6.01 Hours of Work Not Guaranteed

The provisions of this article are intended to define the normal hours of work and, therefore, shall not be construed as a guarantee of hours of work.

6.02 Work Week/Full-time Employees

The normal work week for full-time employees shall be forty two and a half (42.5) hours to be worked in five (5) shifts at eight and a half (8.5) or (4) shifts at ten and a half (10.5) hours per day from Monday to Sunday inclusive.

6.03 Employees shall be paid for hours worked. Time shall be calculated to the nearest quarter hour.

6.04

Work Schedules

Employee(s) shall submit all requests for time off to the Employer two (2) calendar week before the schedule is to be posted. The employee will receive a written confirmation of the receipt of their request by the employer, and the approval of the time off.

The Employer shall post a weekly work schedule for all employees not later than 6:00 p.m. Tuesday of each week for the following week.

Each such schedule shall be prepared so as to list the employees in order of their seniority ranking. Such schedules shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. Such schedules may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, other instances of force majeure, operational and client requirements.

ARTICLE 7 MEAL AND REST PERIODS

7.01

Meal Periods

- (a) A person working a daily shift of more than five (5) hours shall receive one (1) uninterrupted thirty (30) minute meal period without pay.
- (b) Where possible, meal periods for all employees shall be taken at approximately the mid point of their daily shift.

7.02

Rest Periods

- (a) A person working a daily shift of more (4.25) hours but not more than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of seven and a quarter (7.25) hours but not more than eight and a half (8.5) hours shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay.
- (c) A person working a daily shift of more than eight and a half (8.5) but no more than ten and a half (10.5) hours shall, at his or her discretion, receive three (3) uninterrupted fifteen (15) minute rest periods with pay
- (d) Employees will not be allowed to work through lunch or scheduled break to leave early or make up time for being late unless otherwise authorized by the Company.

7.03 Employees who are required to work overtime on the completion of their shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the second hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional three (3) hours of overtime worked.

ARTICLE 8 OVERTIME

8.01 All time worked in excess of eight and a half (8.5) scheduled hours in any one (1) day or in excess of ten and a half (10.5) scheduled hours for those employees who are normally so schedule, or in excess of forty (42.5) scheduled hours for shift beginning, between Monday to Sunday inclusive shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours on a daily basis, if no approval was obtained for such overtime, or if such overtime is a result of exchange of shifts or any actions of the employee without employers approval.

8.02 Overtime shall be by mutual agreement between the employees and the Employer, with the senior employee on the shift who has the ability to do the normal functions of the job being offered the overtime first and thereafter in decreasing order of seniority. If no employee wishes to work the overtime, the Employer shall assign a junior employee who is capable of performing the work and this person must then work the overtime.

8.04 Overtime shall be compensated by paying the employee for all overtime worked.

ARTICLE 9 GENERAL HOLIDAYS

9.01 The following days shall be recognized as general holidays with pay for employees covered by this Agreement:

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

9.02 In addition to any pay for the holiday to which the employee may be entitled, any employee required to work on a general holiday shall be paid at the rate of time and one-half (1½) his or her regular straight time rate for all such hours worked.

9.03
as follows:

The Employer shall schedule employees for statutory holidays

- (a) The Employer will post a sign-up sheet fourteen (14) calendar days prior to each statutory holiday where employees can volunteer to work said holiday.**
- (b) Should there be a sufficient number of volunteers then the Employer shall schedule employees by order of seniority while meeting operational requirements.**
- (c) Should there be an insufficient number of volunteers then the Employer shall schedule employees by reverse order of seniority while meeting operational requirements.**

9.04 General holiday pay under this article shall not be paid in the following circumstances:

- (a) the employee failed to report for work on the holiday when scheduled.**
- (b) the employee was absent from work either on the regular working day immediately preceding or following the general holiday, as scheduled.**

9.05 Full-time employees who otherwise qualify, shall receive a normal days pay at their regular hourly rate of pay for each of the general holidays referred to in Article 9.01 above.

9.06 Part-time employees who otherwise qualify shall receive general holiday pay for each of the general holidays referred to in Article 9.01 above, based on five (5%) percent of the employee's total wages earned in the four (4) week period immediately before the holiday. This calculation will not include overtime.

ARTICLE 10 MINIMUM SHIFT

10.01 No full-time employee who normally works eight and a half (8.5) hour days shall be scheduled to work for less than eight and a half (8.5) scheduled hours on a regular basis. If no work or insufficient work is available, said employee shall nevertheless be paid for the greater of time actually worked or hours (3) hours at his or her appropriate hourly rate of pay. Such employees who, with the Employer's consent, voluntarily agree to leave work during their scheduled shift, shall under such circumstances only be paid for the time actually worked on the shift.

10.02 No part-time employee shall be scheduled to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at his or her appropriate hourly rate of pay. For operational requirements the minimum scheduled shift shall be three (3) hours. Employees who, as a result of the Employer's or the employee's, request to voluntarily leave before the end of their scheduled shift, the employee shall only be paid for the actual time worked on said shift.

10.03 No employee shall be called in to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at his or her appropriate hourly rate of pay. For operational requirements the minimum scheduled shift shall be three (3) hours. Employees who, as a result of the Employer's or the employee's request to voluntarily leave before the end of their scheduled shift, the employee shall only be paid for the actual time worked on said shift, the employee shall not be entitled to this pay if:

- (a) the employee does not report to work on time;
- (a) the employee asks to leave work before the end of the shift or prior to the (3) hours.

10.04 The cancellation of a scheduled shift due to flood, fire, power failure, equipment failure, storm, or weather, loss of a client or any other reason without limitation beyond the control of the Employer:

- (b) the Employer shall call the employee at his/her primary telephone number two (2) hours prior to the shift to advise the employee that the shift is cancelled;

ARTICLE 11 **VACATIONS**

- 11.01
- (a) An employee with less than one (1) year's seniority who has ceased to be employed by the Employer before receiving his vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the provisions of the *Employment Standards Act*.
 - (b) An employee with less than **three (3)** years of seniority but more than one (1) year shall receive two (2) weeks of vacation with pay, equivalent to four percent (4%) of the employee gross earnings for the previous calendar year.

- (c) An employee with more than **three (3) years and less than eight (8) years** shall receive three (3) weeks of vacation with pay, equivalent to six percent (6%) of the employee gross earnings for the previous calendar year.
- (d) **An employee with more than eight (8) years shall receive four (4) weeks of vacation with pay, equivalent to eight percent (8%) of the employee gross earnings for the previous calendar year.**

The definition of "wages" for purposes of vacation pay calculation shall be the basic straight time wages for all hours worked. All other payments of any nature are hereby excluded.

11.02 The employee's vacation year begins on his date of hire.

The vacation time earned with respect to a completed vacation entitlement year or a stub period must be taken within ten (10) months following the completion of the vacation entitlement year or stub period.

Employees and employers can agree on when vacation will be taken. If an employer and employee cannot agree on when the vacation will be taken, the employer sets the vacation date. The employer must give the employee 15 days' notice before the vacation is to be taken.

On termination, an employee will be paid any accrued but unused vacation pay up to the date of termination in accordance with the provisions of the *Employment Standards Act*. When employment ends, employees must be paid within 10 working days from the last day worked, all of the vacation pay that has been earned. Since vacation pay is earned from the first day of work, employees who have not yet completed one year of service are paid the portion they earned from the day they started with the employer.

11.03 It is agreed between the Employer and the Union that the following procedures will take place and will apply each year in the planning of an employee's vacation.

- (a) For purposes of vacation, seniority shall be the guiding factor provided the operations runs efficiently and provided those scheduled have the skills, abilities and qualifications to complete the available work.
- (b) The Employer will arrange for a vacation schedule to be posted by January 31st of each year.
- (c) The vacation schedule will list those employees entitled to a vacation in the vacation year, and will reflect seniority in a descending order.

- (d) Employees so listed will indicate their vacation date preference on the list by the last day of February of each year. All vacations shall be finalized by the end of March of each year.

11.04

Guidelines:

- (a) No more than two (2) employees may take their vacation during the same period, unless the manager in his discretion allows a greater number, dependent solely upon business need.
- (b) Discussions between the Managers and the employees to schedule the employee's vacation period will take place during the month of February of each year and as soon as agreement is reached, the schedule will be initialed as correct by the employee.
- (c) In the event of a dispute arises between employees as to choice of dates, the employee with greater seniority shall be given first choice, providing that employee has the necessary skills, abilities and qualifications to perform the work required.

ARTICLE 12 MANAGEMENT RIGHTS

12.01 The Union recognizes and acknowledges that the management of the Employer and its operations and the direction of the employees are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges, except as specifically modified by this Collective Agreement, that it is the exclusive function of the Employer to:

- (a) Supervise, maintain order, discipline, profitability, efficiency, productivity, product quality and customer service, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause;
- (b) Establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications;
- (c) Select, hire, train, promote, demote, transfer, classify, layoff and recall employees, and select employees for positions excluded from the bargaining unit; and,
- (d) Determine the location of operations, the sub-contracting of work to the extent allowed in Article 1.05, provided that no bargaining unit employee shall be laid off as a result of sub-contracting; the schedules of operations; the number of shifts; the methods of

production; job content, quality and quantity requirements; the qualifications of an employee to perform any particular job and a method to assess that performance; the equipment; to be used and to use new or improved methods and equipment; to introduce, change or discontinue products, services, job duties or processes; set a dress code; determine work schedules; the number of employees needed at any time; the number of hours to be worked; starting and quitting times and when overtime shall be worked, and require employees to work overtime.

12.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Collective Agreement and the express provisions of this Collective Agreement constitute the only limitations on the Employer's rights.

ARTICLE 13 NOTICE OF LAYOFF

13.01 In the event of a lay-off, the following procedure will be followed:

- (1) Probationary employees will be laid off first; then,
- (2) Part-time and casual employees in the reverse order of their bargaining unit wide seniority; then,
- (3) Full-time employees in the reverse order of their bargaining unit wide seniority.

It is understood that the remaining employees as outlined above, must have the experience, skills, abilities, and as required, certifications and/or licenses to perform the normal requirements of the remaining jobs. Recall shall be in the reverse order of the above layoff procedure.

13.02 The Employer shall provide non-probationary employees who are to be permanently laid off for a period of more than twelve (12) consecutive weeks with written notice of layoff in accordance with the timeframes below, or pay in lieu thereof, unless such layoff is caused by fire, flood, storm, power outage or failure, equipment failure and/or related repairs, or any other reason beyond the Employer's control in which case notice will be provided as soon as reasonably possible:

- (a) Less than one (1) year-one (1) week
- (b) At least one (1) year but less than three (3) years-two (2) weeks;
- (c) At least three (3) years but less than five (5) years-four (4) weeks;
- (d) At least five (5) years but less than ten (10) years-six (6) weeks;
- (e) At least ten (10) years-eight (8) weeks

- 13.03
- (a) In the event of a layoff expected to exceed thirty-two (32) consecutive working hours, the employee shall have the right to accept the layoff or bump another bargaining unit employee who has less seniority, provided the employee has the requisite experience, skills, abilities and, as required, certifications and/or licenses necessary to perform the job he is bumping into.
 - (b) A part-time and casual employee in a layoff situation shall not have the right to bump a full-time employee.
 - (c) If an employee exercises his right to bump in accordance with Article 13 the employee shall be reclassified and paid at the regular base pay of the position he bumps into.

- 13.04
- (a) Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the experience, skills, abilities, and as required, certifications and/or licenses to perform such jobs following a familiarization period.
 - (b) An employee recalled to work in a different classification shall have the right to return to the position he held at the time of the lay-off should it become vacant within three (3) months of being recalled.
 - (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Company (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) working days after being notified.

13.05 No new employees shall be hired until those laid off have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies other than those to which they have recall rights may signify their desire in writing to the Employer prior to layoff and shall be entitled to apply for such jobs.

A copy of the employee's request shall be given to the Shop

Stewards.

ARTICLE 14 PAYMENT FOR MEETING ATTENDANCE

14.01 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.

14.02 Any employee who attends a meeting outside of his or her scheduled hours/day and called in to work shall be paid the greater of time actually spent at the meeting or three (3) hours' pay.

ARTICLE 15 STRIKES AND LOCKOUTS

15.01 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 16 UNION REPRESENTATIVE'S VISITS

16.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's premises to which the bargaining unit employees normally have access to for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty, and for the purpose of ensuring that the terms of the Collective Agreement are being implemented. Such visits shall only commence after the Union Representative has first notified the General Manager or, in the absence of the General Manager, another designated Representative of Management who is on duty at the time of the visit. Such notification shall take place immediately upon entering the Employer's premises and before proceeding on a visit. The full-time Union Representatives shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his or her duties. The full-time representatives shall not access any confidential information when visiting the Employer's premises.

16.02 The interview of an employee by a full-time Union Representative shall be permitted after notifying the employee's manager or his or her designated representative, and shall be:

- (a) carried on in private in a place within the Employer's premises designated by management;

- (b) held whenever possible during the meal period or rest periods. However, when this is not practical;
- (c) held during the employee's working hours. Time taken for such interview shall be limited to five (5) minutes, and with the approval of management such interview may be longer than five (5) minutes but time taken in excess of five (5) minutes shall not be on the employer's time; and
- (d) held at such times as shall minimize interference with the employer's operation.

ARTICLE 17 SHOP STEWARDS

17.01 The Employer shall recognize up to two (2) Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management. The Union shall advise the Employer of the names of all Union Shop Stewards and of any changes that may occur from time to time.

17.02 The Union acknowledges that Shop Stewards have regular duties to perform on behalf of the Employer and therefore, whenever possible, they shall conduct their activities outside of regular working hours. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission shall not, therefore, be unreasonably withheld. Shop Stewards shall return to their regular duties as expeditiously as possible, and shall continue to receive their regular hourly rate of pay by Union for all such time taken away from their regular duties. The Employer reserves the right to limit such time off in situations where the amount of requested time off is unreasonable.

ARTICLE 18 LEAVES OF ABSENCE

18.01 Personal Leave

A leave of absence without pay for personal reasons may be granted to an employee, in employer's sole discretion. If the leave is for a period of two (2) calendar week or more a written application must be made by the employee to the Employer and written confirmation of receipt of the request and of the approval/denial of said leave shall be given to the employee involved by the Employer within a reasonable period of time. A copy shall also be sent to the Union office. Subject to operational requirements, a request for any such leave shall not be unreasonably denied by the Employer. The employer will have no obligation to provide a similar leave of absence for any other employee and the Company's decision will not be a precedent for any other employee or otherwise compromise the Company's rights pursuant to this Article.

18.02 **Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Four (4) weeks' advanced notice shall be given to the Employer indicating that such leave is required including the expected term of the leave and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union. Subject to operational requirements, a request for any such leave shall not be unreasonably denied by the Employer.

18.03 **Negotiation Leave**

Subject to operational requirements, The Employer shall allow up to two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

18.04 **Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be relieved of his duties as needed. Such time will be considered an unpaid leave.

18.05 **Bereavement Leave**

All employees shall be entitled to bereavement leave of **three (3)** working days with pay, **which can be taken non-consecutively if needed**, when the employee is to be absent from work due to the death of his or her father, mother, brother, sister, spouse, step-parent, **step-sibling**, common law spouse, son, or daughter.

All employees shall be entitled to bereavement leave of one (1) working day with pay , when the employee is to be absent from work due to the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, daughter-in-law, son-in-law, or fiancé(e), aunt, uncle, niece, nephew or cousin.

Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay.

18.06 **Maternity Leave**

A female employee with at least seven consecutive months of employment shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work no later than at the conclusion of a seventeen (17) consecutive week leave period unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of three (3) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

18.07

Parental Leave

(A) **Entitlements**

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) or assumes actual care and custody of his/her newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who has at least seven consecutive months of employment
- (c) 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 without pay, consisting of a continuous period of up to **sixty-three (63)** 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 his or her 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 (c), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

18.08 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Compassionate Care Leave, Jury Duty Leave, Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

Should there be any changes to the code during the term of this agreement, employees shall maintain the original benefit level or be eligible for the amended ones, whichever is greater.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

ARTICLE 19 SENIORITY

19.01 Seniority shall mean the length of continuous service in the bargaining unit with the Employer, including time before the Union was certified to represent this bargaining unit, during which seniority is not broken under the provisions of this Collective Agreement.

This Article shall apply to all provisions of this Collective Agreement affected by seniority.

When two (2) or more employees are hired on the same day, sequence numbers will be indiscriminately allotted and such numbers shall fix the employee's place on the seniority list.

19.02 An Employee shall, lose his seniority and employment shall be deemed to have terminated for cause in the following circumstances:

- (a) if he is discharged for just cause and is not reinstated;

- (b) if he resigns or retires voluntarily;
- (c) if he is laid off for a period in excess of twelve (12) consecutive months;
- (d) if, following layoff, he fails to return to work within seven (7) calendar days after receiving notice to do so unless on reasonable grounds he is unable to do so.
- (e) if an employee fails to report to work without being on a leave of absence approved by the Employer, or without an explanation satisfactory to the Employer, for one (1) working day for that employee;
- (f) if, an employee exceeds without authorization a granted leave of absence or uses an approved leave of absence for purposes other than those given as the reason for the leave;
- (g) if the employee is absent from work for more than twelve (12) months by reason of absence while on WCB and there is no reasonable likelihood the employee will return to work within the near future, subject to any obligation under the *Human Rights Code* or *Workplace Safety and Health Act*.
- (h) if the employee is absent from work for more than twelve (12) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future, subject to any obligation under the *Human Rights Code*.
- (i) It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the last address on record or telephone calls to the last telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Collective Agreement.

19.03

- (a) A part-time and casual employee cannot use seniority for the purpose of displacing a full-time employee.
- (b) When a part-time and casual employee's status is changed to that of a full-time employee, he shall retain his seniority, and then will progress in seniority and wage rate increase, in the same manner as other full-time employees covered by the Collective Agreement. For calculation of seniority, one (1) year shall equal 1725 hours. It

is understood and agreed that this calculation is for this Article only and will not be used for any other purpose in the Collective Agreement.

19.04 Seniority List

In January and June of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee.

The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date (same as start date), classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave.

ARTICLE 20 VACANCIES, JOB POSTINGS

20.01 Where any job vacancy occurs or a new job is created which the Employer intends to fill it shall post a notice of such vacancy on the employee's notice board. Such posting shall be for a minimum period of seven (7) calendar days whenever possible, and no less than three (3) calendar days, and a copy of the notice shall be sent to the Union. The notice shall set out a description of the job, hours of work (shift), wage rate and the qualifications required of applicants for the job. Any employee who is absent at the time a posting occurs and who has made a request in writing for consideration to fill any posted positions prior to such absence shall be considered for job postings occurring during the period of such absence. It is understood and agreed that there shall be no "standing" notice and that a fresh notice must be given in advance of each leave granted.

20.02 In filling job vacancies, the Employer shall be governed by the following factors: qualifications, experience, skill and ability to do the job. Where two (2) or more employees' exhibit factors that are relatively equal, then seniority shall govern.

Until such time as an appointment is made by the Employer, the vacancy shall be temporarily filled at the Employer's discretion, and no grievance may be filed concerning such temporary arrangements, until after a selection is made. The Employer need not consider any employee who has not made a formal written application. The Employer agrees to use its best efforts to make an appointment within fourteen (14) calendar days of the end of the posting period, and if a longer period of time is required, the Employer shall advise the Union of the extended period required, and the reason for the same.

20.03 Ability to do the job, being qualified or the like, means that the employee has the skill and ability to perform the requirements of the job in accordance with the Employer's quality standards so that the person performs such after being given general information concerning it. In other words, the performance of work does not require a trial period or a training period but does permit a 480 hour familiarization period. The Employer is not obligated to keep the employee in the new position for the familiarization period, and if the employee is not meeting the requirements in a manner satisfactory to the Employer, the Employer may return the employee to his former position prior to the expiry of the 480 hour period in accordance with this Article.

20.04 In the event the employee is not able or does not wish to complete the familiarization period, or cannot satisfactorily to the Employer perform the job, he shall be returned to his former position and/or wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position, and/or wage or salary rate, without loss of seniority.

20.05 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. However, such seniority shall be lost if the employee does not return to the bargaining unit within ninety (90) days from the date of such transfer.

20.06 New employees shall not be hired where there are employees on layoff who have the ability to do the job. However the Employer may fill temporarily a vacancy during the recall procedure period described above.

20.07 Any employee who has successfully completed the familiarization period in the new position shall not be entitled to apply for another posted position for six (6) months from the completion of the familiarization period, except with the written permission of the Employer.

20.08 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Collective Agreement.

ARTICLE 21 SAFETY AND HEALTH

21.01 The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet once every calendar quarter and shall inspect the workplace and the operations conducted therein in preparation for regular meetings. Any member of the Committee may call a special meeting when he or she feels a situation exists that endangers the health or safety of employees. All decisions made at the Safety Committee meetings shall be put into effect immediately.

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

21.03 Employees shall be paid by the Employer for all time spent in attendance during these Labour/Management Safety and Health Committee meetings and Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be mailed a copy of these minutes. The Chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

21.04 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to 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 firsthand. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing.

ARTICLE 22 EQUIPMENT

22.01 The Employer will replace foamies, as needed, for the ear piece of the headset for each employee per year.

22.02 The Employer will provide a wrist support to each employee who requests a wrist support for their workstation for the duration of their shift. The employee will sign out the wrist support at the beginning of each shift and return at the end of each shift.

ARTICLE 23 WAGE REFERRAL/PAY DAYS

23.01 The minimum regular base 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. Where an individual employee's regular base rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

23.02 Employees shall be paid every second Friday by a direct bank deposit to a financial institution of their choosing. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Sunday.

ARTICLE 24 COURT'S DECISION

24.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 25 DISCIPLINE/DISCHARGE

25.01 A Shop Steward shall be present when a member of the bargaining unit is being given a verbal or written reprimand or is being suspended or discharged if available. When the Employer issues a suspension or termination of employment, 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 he or she is readily available to do so.

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

25.03 The Employer will issue discipline within a reasonable time from the date of the incident giving rise to the disciplinary action.

25.04 The affected employee, the Shop Steward or other bargaining unit employee who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, the Shop Steward or other bargaining unit employee who is involved, and the Union, in writing of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward or other bargaining unit employee who is involved immediately, and a copy of said discipline and/or discharge notice shall be faxed to the Union office within three (3) days of the event.

25.05 The Employer agrees that any written disciplinary notices shall be removed from the employee's personnel file after twelve (12) months from the date of issue. It is understood that should any employee receive a written discipline in the same discipline category (ie. behavior, quality or attendance issues) during said twelve (12) months period, the employee will then be required to wait a further twelve (12) months before such written discipline is removed from his or her personnel file.

25.06 Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. Employee personnel records are the property of the Company. At no time may an employee remove the content from the personnel file on the premises.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 Any complaint, disagreement or difference of opinion 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.

26.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request. The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

26.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

26.04 All grievances must be submitted in writing.

26.05 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 the General Manager or his or her designated appointee. The General Manager or his or her 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 aggrieved party may proceed to Step 2.

STEP 2: The Union Representative or Representatives may take the matter up with the Employer official designated by 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.

26.06 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 27.

26.07 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 between the Union and the Employer.

ARTICLE 27 ARBITRATION

27.01 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 within seven (7) calendar days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board who shall appoint an arbitrator.

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

27.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

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

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

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

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

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

27.09 Any grievance involving the interpretation or application, administration or alleged violation of this Collective Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.

ARTICLE 28 BULLETIN BOARD

28.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. The Employer shall be provided with a key to the bulletin board and may remove inappropriate items from display until the issue is resolved with the Union

ARTICLE 29 HEALTH AND WELFARE BENEFITS REFERRAL

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

ARTICLE 30 HARASSMENT/DISCRIMINATION

30.01 The Employer and the Union agree that any harassment and/or discrimination that is contrary to Manitoba Law shall not be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that he or she has been harassed and/or discriminated against is encouraged to report such misconduct to the General Manager and the Union Representative. Such reports shall be dealt with in confidence and as expeditiously as possible.

ARTICLE 31 EXPIRATION AND RENEWAL

35.01 This Agreement shall be in effect from **January 1, 2019, and shall remain in effect until December 31, 2022** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

35.02 The parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union. When such notice has been given by either party bound by this Collective Agreement, the parties shall meet within fifteen (15) days from the giving of the notice in writing or such further periods as the parties may agree upon, and they shall bargain in good faith and make every reasonable effort to reach a Collective Agreement. At the expiry of the Collective Agreement, the parties will be governed by the Manitoba Labour Relations Act. It is agreed that for the purpose of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon production of proof by the sender that such notice was delivered by registered mail addressed to the current address of the other party.

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

A-1 Group Insurance Benefits

A-1.01 The Employer agrees to continue for full-time employees the Health and Welfare Benefit Plan ("the Plan") in force at the time of signing this Collective Agreement as fully described by vendor. The Employer will provide the Union with a copy of the master benefit plan/policy in existence within two (2) months of the date of ratification of this Collective Agreement.

A-1.02 Any dispute as to entitlement to benefits under the Plan is between the employee and the insurer. The Employer agrees to use its best efforts on behalf of the employee where there is a dispute.

A-1.03 It is agreed and understood that the Employer may change insurance carriers and plans where the new plan provides basically the same benefits as provided previously in circumstances and where the Employer can reduce its cost or improve its administrative efficiency. Where an insurer discontinues any coverage, the Employer shall not be required to replace such discontinued coverage.

A-1.04 All full-time employees are entitled to the benefit coverage set out hereunder after 3 months.

A-1.05 The Employer and the employees shall equally share the premium cost for each of the benefits referred to in this Appendix A-1 except for dental care benefits where the premium cost shall be paid for in total by the Employer.

Upon completion of three (3) months service, a part time employee may notify the employer in writing that they would like to opt into the employee benefit plan. The employer will provide a breakdown of benefit costs and the employee will then decide if they still want to opt in. In the event the employee chooses to opt in they will be responsible for paying one hundred percent (100%) of benefit cost that will be paid by way of payroll deduction.

A-1.06 Each employee shall advise the Employer of any changes of his status or in his family status, where applicable, thereafter. The Company shall rely upon such information when arranging for such insurance coverage until such time as otherwise instructed by the employee in writing.

A-1.07 During any leave without pay, credits for seniority and salary increases will not accumulate during the leave, unless required under the Employment Standards Act, as amended from time to time, nor will the Company make any payments on behalf of the employee to the Health and Welfare plan. During any absence, responsibility for the payment of the entire amount of the premiums shall rest

with the employee for the duration of his absence from work. Employees shall remit premium payments to the Company at least one (1) week in advance of the first day of each month of coverage. In such cases the Company agrees to remit the employee's premium payment to the insurer and to otherwise administer the employee's benefit plan on behalf of the employee and in accordance with the provisions of the Plan. Where an employee fails to make such payment or where the employee's employment is terminated, such coverage will be cancelled immediately.

A-2 Paid Sick Leave Benefits

A-2.01 All employees **with three (3) or more years' service** shall be eligible to have up to **five (5)** paid sick days per calendar year.

APPENDIX “B” - WAGE RATES

Classification	Regular base pay			
CSR	Current	January 1, 2019	January 1, 2020	January 1, 2021
Start	\$12.00	\$13.00	\$13.50	\$15.30
After Probation	\$12.50	\$13.50	\$14.00	\$15.30
Year 1	\$13.00	\$14.00	\$14.50	\$15.30
Year 2		\$14.25	\$14.75	\$15.30
Year 3	\$13.50	\$14.50	\$15.00	\$15.50
Year 4		\$14.75	\$15.25	\$15.75
Year 5	\$14.00	\$15.00	\$15.50	\$16.00

B-1.01 Premium applies on regular worked hours only.

B-1.02 Night Shift Premiums

Employees shall receive a shift premium in the amount of one dollar and fifty cents (\$1.50) per hour for each hour scheduled by the Employer and worked by the employee, which falls within the hours defined as a night shift (11:00 pm to 7:00 am from Monday through Sunday), Shift premiums will not be paid for any hour in which an employee receives overtime payment.

B-1.03 Supervisor Premiums

Supervisors shall receive a shift premium in the amount of one dollar and fifty cents (\$1.50) per hour for each hour assigned by the Employer and worked by the employee as the designated Supervisor. Supervisors will be assigned based on the employee's availability, skills, abilities and knowledge of client accounts as well as the client's need for bilingual (French/English) coverage. There will only be one Supervisor assigned per shift. Such provision is not applicable to the "Supervisor" classification as included in Schedule "A".

It is understood and agreed between the Union and the Employer that once the current Supervisor vacates the Supervisor position/classification as reference in Schedule "A", there will be no obligation on the Employer to fill the position despite any other provisions in this Collective Agreement. After the current Supervisor vacates the position, Supervisors will only be assigned as per the assignment language above.

B-1.04 Bilingual Premiums

Employees shall receive a premium in the amount of one dollar **and fifty cents (\$1.50)** per hour for each hour scheduled by the Employer and worked by an employee who is French speaking or Bilingual. Such designation is at the discretion of the Employer. Nothing in this provision limits the Employer's ability to require and designate employees as French/Bilingual Customer Sales Representatives. **This premium shall include translation of documents.**

B- 1.05 Seniority Premium

Employees with eight (8) or more years' service shall receive a premium in the amount of one dollar (\$1.00) per hour for each hour scheduled by the Employer and worked by an employee.

B-1.06 Retroactive Pay

All employees shall receive full retroactive pay to January 1, 2019, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

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 Integrated Messaging Inc, 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 deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. If for any reason whatsoever an employee’s dues are not deducted, they shall be deducted from their following pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employee’s and name change of employees.”

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

MEMBERSHIP APPLICATION  United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	DATE OF 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 required only. (Cross out if you do not agree.)	
COMPANY NAME	LOCATION/NO.	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 acknowledge my obligation 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 not be declared refundable. I am not authorized to represent the United Food & Commercial Workers International Union for the purposes of collective bargaining and handling of grievances. I agree that any other matters relating to my employment shall be referred directly through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has committed to protect personal information that is confidential information and to safeguard and protect 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	