

**ESIT CANADA ENTERPRISE  
SERVICES CO.**

FROM: April 26, 2023

TO: April 26, 2025

# 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



# ESIT CANADA ENTERPRISE SERVICES CO.

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**EXPIRY DATE: APRIL 26, 2025**

**AGREEMENT BETWEEN:**

**ESIT CANADA ENTERPRISE SERVICES CO.**, of the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

**AND**

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

**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 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of ESIT Canada Enterprise Services Co., in the City of Winnipeg, in the Province of Manitoba, employed as Technical Solutions Representatives and Customer Solutions Representatives, save and except Office Staff, Managers, those above the rank of Manager, and those excluded by the Act.

1.02 Whenever changes are made, the Employer shall provide the Union with the names of Supervisors and Site managers who manage the employees in the bargaining unit.

1.03 The Employer shall provide the Union with a list containing the current names, Social Insurance Numbers, addresses, telephone numbers, classifications and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union, but no more often than every six (6) months.

## **ARTICLE 2**            **DEFINITIONS**

### **2.01**                    **Full-time Employee**

A full-time employee shall be a person who is normally scheduled to work not less than forty (40) hours per week from Sunday to Saturday, inclusive.

### **2.02**                    **Part-time Employee**

A part-time employee shall be a person who is normally scheduled at least twenty-four (24) and less than forty (40) hours per calendar week.

### **2.03**                    **Contract Workers**

#### **Government of Manitoba Service Desk**

A GOM agency contract worker shall be a person who is provided to the Employer by a third party agency to provide services to the Employer for a specific project within the Government of Manitoba Service Desk area. No terms of this collective agreement shall apply to such workers. No person shall work as a GOM agency contract worker with the Employer for a period of more than seven (7) months in any calendar year.

The Employer agrees that there will be a maximum of three (3) GOM contract workers working with the Employer at any time.

The Employer agrees to provide the Union with all agency contractor names and start dates. The Employer may request, in writing and with the provision to the Union of all reasons, an expansion to the maximums set out above and the parties shall meet to review said request. The Union shall respond to such request within fifteen (15) business days and shall not unreasonably deny the request.

Agency contract workers who are offered employment by the Employer commencing immediately after their contract time with the Employer shall then have their seniority recognized as of the date of commencement of contract work at the Employer's premises and the time worked since such commencement date will be considered as part or all of the probationary period as per Article 6.

Full time or part time employees will not be displaced by or have their hours reduced due to the Employer utilizing agency contract workers.

### **2.04**                    **Masculine or Feminine Gender**

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

2.05                    **Plural and Singular**

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

2.06                    **Promotion**

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

2.07                    **Demotion**

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

2.08                    **Layoff**

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

2.09                    **Spouse**

“Spouse” shall mean a person of the same or opposite sex to whom the employee is legally married or with whom the employee has cohabited in a marriage-like relationship for at least twelve (12) consecutive months.

**ARTICLE 3                    BARGAINING UNIT WORK/CONTRACTING OUT**

3.01                    The Employer and the Union agree that it is desirable to keep jobs and work at the Employer’s premises, and will work together to reach that goal. Should the Employer find it necessary to contract out work to other companies/agencies or locations of the Employer that would cause a reduction in hours or staff, the Employer shall notify the Union and the parties will meet promptly to review all details with a view to minimizing impact.

3.02                    An excluded employee shall not perform bargaining unit work which results in the displacement of hours of a bargaining unit member or causes the layoff of a bargaining unit member.

**ARTICLE 4                    UNION SECURITY**

4.01                    The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official



membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff. Employees who were hired prior to April 26, 2011 and who have not become members of the Union shall not be required to join the Union as a condition of continued employment.

4.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees. The Employer shall forward the form letter, duly completed, to the Union within fifteen (15) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

4.03 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 DEDUCTION OF UNION DUES**

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the **accounting department/bookkeeper** of the Union via direct deposit 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 electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction.

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

5.03 The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from the employees' pay and remitted to the Union.

5.04 The Union shall advise the Employer in writing of the amount of Union dues, initiation fees and assessments to be deducted from the wages of employees and shall notify the Employer in writing of any change in such amounts to be deducted at least thirty (30) days in advance of the end of the pay period in which the deductions are to be made.

## **ARTICLE 6**            **PROBATIONARY PERIOD**

6.01            Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days of employment. Such period may be extended by the Employer, with the prior consent of the Union and the employee involved. 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. Such probationary period shall be extended to take into account any period where the employee misses in excess of five (5) working days on account of illness, injury or an unpaid leave of absence. In such cases, the probation period will be extended by the number of days missed in excess of five (5) working days and the Union will be notified of the extension.

## **ARTICLE 7**            **HOURS OF WORK**

### **7.01**                    **Work Week/Full-time Employees**

The basic work week for full-time employees shall be forty (40) hours, to be worked in five (5) shifts of eight (8) hours per day from Sunday to Saturday inclusive, or in four (4) shifts of ten (10) hours per day from Sunday to Saturday inclusive, or in five (5) shifts (one shift of ten (10) hours, three shifts of eight (8) hours, and one shift of six (6) hours) from Sunday to Saturday inclusive, or in such other combination that does not result in the employee being scheduled to work less than six (6) hours or more than ten (10) hours per day, such combination to be by mutual agreement.

### **7.02**                    **Consecutive Hours of Work**

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

### **7.03**                    **Work Week/One General Holiday**

In a week in which one (1) general holiday occurs the basic work week for employees working on a full-time basis who do not work on the holiday shall be reduced by the number of hours the employee is normally scheduled to work on the day of the week the holiday is observed.

### **7.04**                    **Work Week/Two General Holidays**

In a week in which two (2) general holidays occur the basic work week for employees working on a full-time basis who do not work on the holidays shall be reduced by the number of hours the employee is normally scheduled to work on the two days of the week the holidays are observed.

7.05

### **Work Schedules**

The Employer shall post a monthly work schedule for all employees not later than the 15th of the month for the following month. Said schedule shall include the starting and end times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by the 15th of the month, then the schedule already posted shall apply for the following month. The posted schedules may be changed by mutual agreement between the Employer and the employee concerned.

Should unanticipated absences of employees result in inadequate staffing to meet customer requirements, the Employer may request a last-minute (less than 48 hours' notice) schedule change. Employees will make an effort to accommodate the schedule change whenever possible.

The posted schedules may be changed without notice in the event of emergencies such as a snowstorm, breakdown of equipment, or other instances of force majeure or in the event of an unanticipated requirement imposed by a customer. In all other cases, at least forty-eight (48) hours' notice of change must be given, or two (2) hours' additional pay at the employee's appropriate regular hourly rate of pay must be paid in lieu of such notice (with such pay not being included for purposes of calculation of overtime). An employee who voluntarily agrees to switch his shift with another employee outside of the shift swap tool shall be entitled to do so, if prior approval is received from the Employer at least two (2) days in advance of the shift change, other than in unusual or exceptional circumstances.

7.06

### **Time Entry**

The Employer shall provide a computer time-keeping system to enable employees to record their own time for payroll purposes. Employees shall log in their own time at the time they start and finish work. Paid work time shall include any sign-on time. Sign-on time shall include logging into the system and loading all necessary tools. Employees will be prepared to receive customer calls within the first five (5) minutes of shift start time. The Employer will not penalize employees working on the Government of Manitoba account for quality issues during the first seven (7) minutes of shift start time. Any significant system delays shall be reported to the Supervisor immediately. The employees shall be entitled to review their own time records upon request, provided such requests are not made more often than monthly and the Employer will, upon request, print such record.

7.07

### **Inclement Weather**

In situations where the public transportation system for the City of Winnipeg has been or is to be shut down due to inclement weather or roads are declared by the Province of Manitoba Highways Department or the City of Winnipeg Police to be unsafe due to such weather, any employee who reports late for work, but within the first two (2) hours of their scheduled shift, will be allowed to make up the lost time, or may choose to use banked or vacation time to make up the loss. In such cases, a late arrival will not be

counted as a late occurrence for purposes of attendance management, provided the employee has followed the late call procedure. If an employee is unable to report to work, the Employer will make reasonable efforts to reschedule the missed shift, without incurring overtime, or the employee may choose to use banked or vacation time to cover the shift. In such cases, the missed shift will not be counted as an absence occurrence for the purposes of attendance management, provided the employee has followed the call-in procedure.

## **ARTICLE 8            MEAL AND REST PERIODS**

### **8.01                    Meal Periods**

- (a) A person working a daily shift of five (5) hours or more shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) Meal periods for all employees shall be taken at approximately the midpoint of their daily shift.

### **8.02                    Rest Periods**

- (a) A person working a daily shift of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of five (5) hours or more but less than seven (7) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above.
- (c) A person working a daily shift of seven (7) hours but not more than eight (8) hours shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift.
- (d) A person working a daily shift of more than eight (8) hours shall, at his or her discretion, receive two (2) uninterrupted twenty (20) minute rest periods with pay, one of which shall be taken during the first half of said daily shift and the other which shall be taken during the second half of said daily shift or, shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay and one (1) uninterrupted ten (10) minute rest period with pay, one or two of which shall be taken during the first half of said daily shift and the balance of which shall be taken during the second half of said daily shift. All such rest periods shall be in addition

to the uninterrupted meal period without pay that is provided for in Article 8.01 above.

- (e) Rest periods for all employees shall not begin until one and one-half (1.5) hours after commencement of work and must be completed no later than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

8.03 Employees who are required to work overtime on the completion of their eight (8) hour shift shall be entitled to an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall be entitled to an additional uninterrupted fifteen (15) minute rest period with pay at the conclusion of each additional two (2) hours of overtime worked. **An employee may choose to forgo a meal period on an overtime shift to end their shift early without loss of pay.**

## **ARTICLE 9 OVERTIME**

9.01 All time worked in excess of eight (8) hours in any one (1) day or in excess of ten (10) hours in any one (1) day for those employees who are normally so employed, or in excess of the basic work week as defined in Article 7.01, 7.03 and 7.04, shall be paid for at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay.

9.02 All employees working on general holidays as designated in Article 10 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional one and one-half (1.5) times said hourly rate of pay for all such time worked.

9.03 The most senior employee who has the ability to do the normal functions of the job will be offered the overtime first and thereafter in decreasing order of seniority. If no employee wishes to work overtime, and in cases of an interference with the ordinary operation of the Employer's business, the most junior employee who has the ability to do the normal functions of the job must then work the overtime. Each employee will make an effort to work the required overtime. The Employer agrees to give due consideration to compelling personal reasons that may prevent an employee from working the overtime.

9.04 For the purposes of computing overtime, any employee who is off on paid sick leave or any authorized paid leave of absence shall have this time off credited and considered to be time worked for the purposes of determining when overtime is to be calculated.

9.05 At the employee's option, overtime may be compensated by granting the employee paid time off in lieu of an overtime payment, to a maximum of forty (40) hours. In order to bank overtime, the employee must notify the Employer, in writing of his wish to

do so within two (2) working days of the time being worked. If the Employer does not receive a request within that time period, the overtime will be paid out to the employee. Employees who choose to take compensating time off in lieu of overtime pay, shall accumulate one and one-half (1½) hours of paid time off, for each hour of overtime worked. Where the employee has opted to take paid time off in lieu of an overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Employer, provided that the time off is taken within ninety (90) days of the pay period in which the overtime occurs. Upon request, an employee will be notified of their current banked overtime amount.

Should an employee wish to extend the ninety (90) day period as outlined above by thirty (30) days, the employee must provide notice in writing within sixty (60) days of the time being worked. Such time off shall be taken at a time that is mutually agreeable to the employee and the Employer.

## **ARTICLE 10**      **GENERAL HOLIDAYS**

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

New Year's Day	Labour Day
Louis Riel Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
<b>Terry Fox Day</b>	Boxing Day

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

In addition to the general holidays referred to above, all employees shall be entitled to take one (1) floating holidays per fiscal year. Said floating holidays shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Employer.

10.02                      In order for employees to qualify for a general holiday with pay the employees must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation or an authorized leave of absence shall not disqualify an employee.

10.03                      If a general holiday occurs during an employee's vacation, the day of the general holiday shall be paid to the employee as a general holiday and the employees shall not be considered to have taken a day of vacation on that day.

10.04                      When a general holiday falls on a day when the Employer's operation is normally closed, the next working day shall be declared as the general holiday for which

employees shall then receive time off with pay as referred to in this general holiday pay article, unless the Union and the Employer agree to substitution of an alternate day.

10.05 All full-time employees shall receive a normal days pay at their regular hourly rate of pay for each general holiday.

10.06 All part-time employees shall receive general holiday pay in an amount equal to one-fifth (1/5) of the average weekly hours that were paid to the employee during the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

- 10.07 a) Employees desiring to observe recognized religious holy days will be allowed up to two (2) days' time off with pay provided that the employee provides her supervisor with at least thirty (30) days written notice of intent and agrees with her supervisor that such day or days will be taken in accordance with any of the following:
- i) time off in lieu of Good Friday and/or Christmas Day; or
  - ii) paid time off by taking vacation or banked days;
  - iii) working additional hours (flex time) prior to taking the religious holiday; or
  - iv) taking unpaid days.
- b) An employee selecting alternate arrangements will, through discussions with their supervisor, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holy days, to a maximum of two (2) working days.
- c) Employees observing additional religious holy days will be permitted time off on the basis of a leave of absence without pay or deduction from accrued overtime or vacations.

## **ARTICLE 11** **MINIMUM SHIFT**

11.01 No employee working on a full-time basis shall be scheduled to work for less than six (6) hours in any one (1) shift. If the Employer determines that there is no work or insufficient work available and instructs the employee to end the shift, said employee shall nevertheless be paid for a minimum of six (6) hours at their appropriate hourly rate of pay.

11.02 No employee working on a part-time basis shall be scheduled to work for less than four (4) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for a minimum of three (3) hours at their appropriate hourly rate of pay.

11.03 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 their appropriate hourly rate of pay.

## **ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS**

12.01 Any employee who performs work in a higher paying classification that is outside the scope of this Agreement shall receive the higher rate of pay for all time so employed. No bargaining unit employee shall be required to perform any such work unless they have been specifically requested to do so by the Employer.

12.02 Any employee who is temporarily assigned to work in a higher paying classification for more than one day shall receive the higher rate of pay for all time so employed. It is understood that this provision does not apply to employees who are temporarily assigned for job shadowing or training purposes (i.e., working under direct supervision).

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

## **ARTICLE 13 PREMIUM PAYS**

### **13.01 Evening Shift Premium**

Any employee who is required to work at any time between the hours of 8:00 p.m. and midnight shall be paid an evening shift premium in addition to their regular hourly rate of pay in the amount of \$1.50 per hour for each such hour or portion of an hour worked after 8:00 p.m. Evening shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

### **13.02 Night Shift Premium**

Any employee who is required to work at any time between the hours of midnight and 6:00 a.m. shall be paid a night shift premium in addition to their regular hourly rate of pay in the amount of \$3.00 per hour for each such hour and portion of an hour worked after midnight. Night shift premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.



## **ARTICLE 14        VACATIONS**

14.01                      Vacation accrual is calculated from the starting date of employment.

Annual vacation will be earned at the following rates:

- (i)            in the 1st year        - 1.25 days per month  
              after 1 full year    - 15 working days  
              after 2 full years - 16 working days  
              after 4 full years - 17 working days  
              after 6 full years - 18 working days  
              after 8 full years - 19 working days  
              after 10 full years - 20 working days  
              after 12 full years - 21 working days  
              after 14 full years - 22 working days  
              after 16 full years - 23 working days  
              after 18 full years - 24 working days  
              after 20 full years - 25 working days
- (ii)            a year or years as described above shall include all continuous service as defined in Article 22.
- (iii)            Days noted above are based on a forty (40) hour work week. Any regular schedule that varies from the aforementioned definition will have vacation prorated based on the percentage of the forty (40) hour work week worked by the employee defined above and converted to hours.

14.02                      Upon cessation of employment, any outstanding vacation pay entitlement earned pursuant to Article 14.01 shall be paid to the employee. If vacation which has been taken is greater than that accrued at the time of cessation of employment, the unearned vacation pay amount will be deducted by the Employer from the final pay owed to the employee. If such final pay is not sufficient to reimburse the Employer, the remaining unearned vacation pay will be paid by the employee to the Employer.

14.03                      When the needs of the Employer's business do not permit all employees requesting a particular vacation period to take vacation at that time, seniority shall be the governing factor in the determination of the vacation schedule to the extent of the first three weeks of vacation for the senior employees, provided that operational needs can be met.

14.04                      Employees shall be entitled to take no more than three consecutive weeks of vacation. The Employer agrees to give due consideration to special and exceptional requests for more than three consecutive weeks of vacation. Employees may choose to break up their vacation entitlements in single days or weeks, subject to operational needs.

14.05               The Employer shall notify each employee of their anticipated vacation entitlement by January 15th of each year. The Employer's Vacation Tool shall be available to all employees for scheduling of vacation by no later than January 15th of each year. Employees shall have until March 1st of each year to enter their preferred vacation time. During the first week of March in each year the Employer shall cause the Vacation Tool to review and generate approvals of vacation requests. All requests approved at that time shall be considered to have been scheduled. The Employer cannot override or change these approvals without the agreement of the employee. In the event of an unanticipated emergency, the Employer may request that an employee change their approved vacation dates.

                    In the event that the Vacation Tool denies any requests, employees will have ten (10) working days after such denial to enter new requested vacation time in the Vacation Tool. In the subsequent week, the Employer shall cause the Vacation Tool to review and generate approvals of such requests. All requests approved at that time shall be considered to have been scheduled. The Employer cannot override or change these approvals without the agreement of the Employee. In the event of an unanticipated emergency, the Employer may request that an employee change their approved vacation dates.

                    In the event that the Vacation Tool then denies any requests, the remaining employees and the Employer will repeat the process described above until all employees have been scheduled.

                    The Employer agrees to ensure the Vacation Tool is updated, maintained and operational.

                    Subject to the needs of the business, employees who wish to take their vacations prior to March 1st shall be entitled to do so and in such event must notify the Employer at least three (3) weeks in advance of all such time off required.

                    Any vacation requests after March 31st will be awarded on a first come, first served basis. Employees making such late requests will not have a choice of vacation time where other employees have indicated their preference.

14.06               An employee who becomes under the care of a physician and is confined to their home or in the hospital due to an illness and/or injury that occurs while they are on vacation may file a claim for paid sick leave and/or short-term disability benefits (or similar benefits) and the balance of the employee's vacation shall, upon provision to the Employer of written confirmation of such confinement from the treating physician, be rescheduled following their return to work.

14.07               In the event that an employee suffers a bereavement for which the employee would be paid under Article 21.08, Bereavement Leave, of the Agreement, it shall be incumbent upon the employee to inform the Employer within five days of such bereavement or upon return to work. In such circumstances the employee may utilize

bereavement leave with pay to cover the bereavement period, and the displaced vacation shall be rescheduled.

14.08 All employees are expected to use vacation in the year earned; however an employee may carry over up to forty (40) hours of vacation from one year to the following year. If business conditions permit (as determined in the sole discretion of the Employer but shall not be unreasonably denied), an employee may carry over an additional forty (40) hours of vacation.

## **ARTICLE 15            MANAGEMENT RIGHTS**

15.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; to make alter and enforce, from time to time, reasonable rules, regulations, policies and practices to be observed by its employees, to discipline and discharge employees for just cause;
- (b) select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall and suspend employees; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit;
- (c) manage the Employer's operations and, without restricting the generality of the foregoing, to: plan, direct and control operations; direct the work force; determine the nature and kind of business carried out by the Employer; determine the number of personnel required from time to time, the services to be performed and the methods, procedures and equipment in connection therewith; schedule work and shifts and assign work; determine job content and requirements; set the quantity and quality of work to be performed; designate the place of work and the expansion, curtailment or cessation of operations in whole or in part; subcontract work in accordance with Article 2.04 of this Agreement; establish required qualifications of employees; determine whether there shall be overtime work; determine starting and ending time; and, generally, the right to manage its business without interference are solely and exclusively the right of the Employer.

The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives which the Employer had prior to the execution of this Agreement are retained by the Employer and, where such rights and prerogatives are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

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

## **ARTICLE 16 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

### **16.01 Notice of Layoff**

The Employer shall notify all non-probationary employees who are to be laid off, a minimum of three (3) weeks prior to the effective date of the layoff or shall award pay in lieu thereof.

### **16.02 Notice of Closure**

The Employer shall notify all employees who are to be permanently laid off due to the closure of the site sixty (60) working days prior to the effective date of such closure or shall award pay in lieu thereof. In instances where the law provides for greater notice of lay-off than sixty (60) working days, the Employer shall provide notice or pay in lieu of notice in accordance with 67(1) of the Employment Standards Code C.C.S.M. c. E110, 2007

### **16.03 Severance Pay**

All employees who have completed their probationary period who are terminated because their job has become redundant, shall be entitled to receive the greater of severance pay in the amount of twelve (12) weeks of regular pay or severance pay in the amount of two and one-half (2.5) weeks of regular pay for each continuous year of service. The maximum possible severance pay will be 72 weeks.

Severance pay shall be pro-rated for partial years of service.

For part-time employees, a week of regular pay shall be calculated by averaging their weekly number of regular hours worked or paid for the weeks in which they worked or were paid during the 12 calendar months immediately preceding the effective date of termination.

These severance amounts shall be reduced by any amount received pursuant to Article 16.02 if applicable.

## **ARTICLE 17            PAYMENT FOR MEETING ATTENDANCE**

17.01                      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.

17.02                      No employee shall be required to attend a meeting outside of their assigned working hours.

## **ARTICLE 18            STRIKES AND LOCKOUTS**

18.01                      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 19            UNION REPRESENTATIVE'S VISITS**

19.01                      After notifying the General Manager or, in her/his absence, a designated representative of management who is on duty at the time of the visit (the "Management Representative"), any duly authorized full-time representative of the Union shall be entitled to visit all areas of the Employer's operations to which the bargaining unit employees normally have access, for the purpose of observing working conditions, ensuring the terms of the Agreement are being complied with, and for the purpose of interviewing and communicating with bargaining unit members on duty. The Union Representative will not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his or her duties, and shall follow all standard workplace safety requirements.

19.02                      The interview of a bargaining unit employee by a Union Representative shall be permitted after notifying the Management Representative, and shall be:

- (1)      carried on in a private place in the workplace designated by management and acceptable to the Union;
- (2)      held whenever possible during the meal period or rest periods; however, when this is not practical,
- (3)      during the employee's regular working hours. Time taken for such interview shall be limited to five (5) minutes. With the prior 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 Employer time;
- (4)      held at such time as shall minimize interference with the Employer's operation.

19.03                    It is recognized that the Employer's operations involve certain levels of confidentiality and the Union Representative shall, as a condition of entry to the workplace, fully comply with all such requirements and agree that at no time will disclosure be made of any aspects of such operations to any party, other than for purposes strictly related to collective bargaining, administration of the collective agreement and representation of the members of the bargaining unit.

## **ARTICLE 20            SHOP STEWARDS**

20.01                    The Employer shall recognize two (2) Union Shop Stewards appointed and/or elected by the Union to represent employees in the Government of Manitoba account upon being notified in writing by the Union of such appointment or election. The Employer further recognizes the right of the Shop Stewards to present complaints and/or grievances to management.

20.02                    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. In situations that require a Shop Steward's attention during working hours, the Shop Steward shall not leave his regular duties without first obtaining permission to do so from his immediate Supervisor. 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 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. Time spent by Shop Stewards meeting with management at the request of management shall be paid at the Shop Steward's applicable rate of pay.

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

20.04                    Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

## **ARTICLE 21            LEAVES OF ABSENCE**

### **21.01                    Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer at least one (1) month in advance of the proposed leave (except in extenuating circumstances) and, if granted, written confirmation of said leave shall be given to the employee involved by the Employer and a copy shall also be sent to the Union office. Any personal leave of absence requests

pursuant to this provision shall not be unreasonably denied. If the leave sought is for a period of thirty (30) days or more or is not for compassionate reasons, all accrued vacation and other banked time off must be used prior to the commencement of a personal leave.

21.02                    **Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Four (4) weeks' advance notice shall be given to the Employer indicating that such leave is required 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.

21.03                    **Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. The Union shall give the Employer written notice not less than four (4) weeks before the requested leave is to commence. Requests made less than four (4) weeks' before the requested leave is to commence shall not be unreasonably denied by the Employer. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer. All Union requested time off will be paid as time worked by the Company and billed to the Union for reimbursement.

21.04                    **Negotiation Leave**

The Employer shall allow three (3) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement. All Union requested time off will be paid as time worked by the Company and billed to the Union for reimbursement.

21.05                    **Family Responsibility Leave**

In the event of an illness or injury occurring to an employee's spouse, parent or child the employee may request, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child. An employee may choose to use vacation or banked time to cover the unpaid family responsibility leave.

21.06                    **Jury Duty Leave**

All non-probationary employees summoned to jury duty or jury selection shall be paid their regular wages for the first fifteen (15) working days of jury duty.

Thereafter, they will be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days, (exclusive of overtime), provided that such days fall on a regularly scheduled working day for that employee.

#### 21.07 **Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or the Employer shall be paid their regular wages (exclusive of overtime) in addition to any court or witness fees, provided that such days fall on a regularly scheduled working day for that employee.

#### 21.08 **Bereavement Leave**

All employees shall be entitled to bereavement leave of **four (4)** working days with pay when the employee is to be absent from work due to a death in their immediate family. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. The term "immediate family" shall mean: parent (including step or in-law), de facto parent, child (including step or in-law), brother (including brother-in-law), sister (including sister-in-law), spouse (including common law partner), grandparent (including step or in-law), grandchild or fiancé(e), step-sibling, uncle/aunt and niece or nephew.

Bereavement leave shall be extended by up to two (2) additional working days with pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held more than two hundred (200) kilometres from the city of Winnipeg. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the employee concerned.

All employees may, at the Employer's discretion, be granted bereavement leave of one (1) working day with pay when the employee is to be absent from work due to the death of a non-immediate family member or non-family member. Such a request shall not be unreasonably denied. In the event of granting of such leave, the employee will not be entitled to the additional leave in connection with travel.

The Employer shall grant one (1) day off without pay to any employee who acts as a pallbearer at a funeral of a person who is not a member of the employee's immediate family.

Bereavement leave may be taken in non-consecutive days.

#### 21.09 **Military Leave**

Any employee who is a member of the component of the Canadian Forces referred to as the reserve force and who has been employed by the Employer for at least seven consecutive months and is required to be absent from work for the purpose of



service (active duty or training) is entitled to an unpaid leave of absence for the entire length of that service. The employee will also be entitled to receipt of a top-up from the Employer up to a maximum of twenty-six (26) weeks in an amount equal to the difference between the military pay received by the employee and the amount he would have received for regular hours worked during that period. The employee will provide to Payroll all military pay stubs.

An employee wishing to take a leave shall provide to the Employer as much notice as is possible by submitting a Leave of Absence Request form and advise as to the start date and, if possible, the expected end date for the period of service. An employee on leave must provide written notice of the expected date of return to work. The Employer may defer such return by up to two weeks after receiving the notice.

#### 21.10 **Maternity Leave**

- (a) A female employee who has been employed for at least five (5) months 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 within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of four (4) 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.

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

Accumulated paid sick leave and/or weekly indemnity benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

- (b) A female employee who has been employed by the Employer for at least seven (7) months who is granted maternity leave pursuant to Article 21.10(a) and who is in receipt of Employment Insurance maternity benefits shall be entitled to receive eight (8) weeks top-up, the amount of such top-up being the difference between the employee's regular weekly earnings (exclusive of overtime and premiums) and such weekly EI benefits.

**Parental Leave****(A) Entitlements**

Every employee who has been employed for at least five (5) months and

- (a) who,
  - (i) becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
  - (ii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, 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 subarticle (A) above is not made in accordance with subarticle (b), 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**

Where an employee intends to return to work immediately following parental leave he must give the Employer a minimum of four (4) weeks' notice in advance of the day he intends to return to work.

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

(E) **Parental Top-up**

An employee who has been employed by the Employer for at least seven (7) months who is granted parental leave pursuant to Article 21.11(A) and who is in receipt of Employment Insurance parental or adoptive leave benefits and provides an EI benefit stub to the Employer shall be entitled to receive six (6) weeks top-up, the amount of such top-up being the difference between the employee's regular weekly earnings (exclusive of overtime and premiums) and such weekly EI benefits. Employees shall not be eligible to receive top-up under both this provision and pursuant to Article 21.10(b) and if both parents are employees of the Employer, only one parent is eligible to receive top-up.

21.12 **Parenting Leave**

Employees who are not physically giving birth to a child but will be the parent of the child shall be granted a one (1) day parenting leave of absence with pay for the birth of their child. Parenting leave shall be in addition to any parental leave the employees may be entitled to.

21.13 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes in order to provide care to a seriously ill family member, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total.

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 21.08 of the Collective Agreement.

21.14                    **Band Elections**

Any employee who is eligible to vote in Band and/or Council elections shall be allowed up to one (1) hour leave without pay to travel and exercise this right in respect of polls held in the City of Winnipeg, where the polls are held at times that do not enable employees to attend outside of their scheduled work day.

21.15                    **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this article shall be made in writing.

21.16                    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, 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.

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).

**ARTICLE 22            SENIORITY**

22.01                    Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit, at the Winnipeg location including any service as an agency contract worker with the Employer prior to being hired by the Employer.

If employees begin work or are hired on the same date, seniority ranking shall be determined using their birth date, defined for these purposes as the month and day.

22.02                    Seniority shall continue to accumulate during all authorized leaves of absence, and during all layoffs.

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

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of fifty-two (52) weeks or is called back to work after a layoff and does not return to work within

fourteen (14) calendar days of receiving a registered letter sent to his or her last known address;

- (d) is absent from work without an approved leave of absence for more than five (5) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or proven inability to communicate with the Employer shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee.

22.04 If two (2) or more employees are relatively equal in skill and ability, then seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, providing the more senior employee has the skill and ability to be able to perform the normal functions of the job and is available and willing to do the work required. Within a classification, seniority shall be the governing factor in choice of full-time weekly shifts, provided the more senior employee is not subject to a formal performance improvement plan. In the event that the choice of shift provision results in a customer service issue with respect to any particular shift, the Employer and the Union will meet to address possible adjustment of assignments to address that issue.

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

Seniority shall be the governing factor in connection with recall after layoff, providing the more senior employee has the skill and ability to be able to perform the normal functions of the job and is available and willing to do the work required.

22.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of six (6) calendar months. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the six (6) month period if they so choose. Employees who remain outside of the bargaining unit beyond the six (6) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the six (6) month limitation.

22.06 No new employees shall be hired by the Employer so long as there are qualified part-time employees who are able and willing to perform the work required, or so long as there are employees who are on layoff status who are able and willing to perform the work required.

22.07 The Employer shall give four (4) weeks' notice in writing or four (4) weeks' pay in lieu thereof, to any employee whose status is to be changed by the Employer from full-time to part-time.

22.08 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement of full-time employees.

22.09 In January and July of every calendar year, the Employer shall email to the employees DXC email 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, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, e-mail address (if it has been provided to the employer), telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).

## **ARTICLE 23 TECHNOLOGICAL CHANGE**

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

23.02 In the event of a technological change occurring during the term of this Agreement which shall displace or adversely affect any of the employees in the bargaining unit, Sections 83 through 86 of the Manitoba Labour Relations Act shall apply.

## **ARTICLE 24 SAFETY AND HEALTH**

24.01 The Employer shall establish a joint Labour/Management Safety and Health Committee which shall meet bi-monthly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. A full-time Union Representative may also attend these meetings from time to time. 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 co-chair shall be allowed time to fax the minutes to the Union office. 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.

24.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 24.01 above.

24.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

24.04 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report their 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 they are capable of doing.

24.05 A first aid room and first aid kits shall be maintained at various locations on the Employer's premises and shall be available for employees to use when they are at work.

24.06 The Employer shall pay the tuition costs of any employee who completes a first aid course provided that the attendance of the employee has been approved in advance by the Employer.

24.07 The Employer and employees shall endeavour to ensure that at all times there is a clean and tidy lunchroom as well as clean and tidy washrooms available to the employees.

24.08 The Employer shall ensure that lunchroom amenities include sufficient coffee makers, microwave ovens, fridges, toasters and sinks for employees to use during their meal and/or rest periods.

## **ARTICLE 25 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

25.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly 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.

25.02 Hourly rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of

either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

25.03 Employees classified as Technical Solutions Representatives shall be paid on the 14th and on the business day before the last day of each calendar month. Each employee shall receive or have access to an itemized statement of wages covering the payroll period.

## **ARTICLE 26 COURT'S DECISION**

26.01 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 27 SALE/MERGER OF BUSINESS**

27.01 If the Employer sells the business, or merges the business with another person or employer, it shall inform such person or employer that there is an existing Collective Agreement in effect, and that as a condition of any such sale or merger, the other person or employer buying/merging with the business shall assume all responsibilities and obligations accruing by virtue of the Collective agreement.

## **ARTICLE 28 DISCIPLINE/DISCHARGE**

28.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be entitled to be present when a member of the bargaining unit is being disciplined or is being discharged. In the event that the Employer intends to impose a suspension or discharge an employee, a full-time Union Representative shall be provided at least four (4) hours' notice of such meeting by the Employer prior to the commencement of the meeting, and shall be entitled to attend such meeting. The employee who is to be disciplined or discharged may waive the right to have a Shop Steward or Union Representative or bargaining unit member present for a discipline meeting by waiving such right in the presence of a Shop Steward.

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



28.03 The affected employee, any Shop Steward 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 shall be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Employer shall notify the affected employee, any Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved, immediately, and a copy of said discipline and/or discharge notice shall be faxed or e-mailed to the Union office within forty-eight (48) hours of the event.

28.04 The Employer shall remove all written disciplinary notices from the employee's personnel file after eighteen (18) calendar months following imposition of such discipline, provided the employee has not had any subsequent discipline imposed during that time. The Employer shall not be able to use any such disciplinary notice removed under this provision against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff.

It is understood that should any employee receive a written disciplinary notice for any offence during said eighteen (18) month period, the employee will then be required to wait a further eighteen (18) months before such written disciplinary notice is removed from their personnel file.

28.05 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 their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

## **ARTICLE 29          ADJUSTMENT OF GRIEVANCES**

29.01 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.

29.02 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly review such request and provide a response to the Union within twenty-one (21) calendar days from the date of the request.

29.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

29.04 All grievances must be submitted in writing.

29.05 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 Supervisor or their designated appointee. The Supervisor or their designated appointee shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Site Manager. 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.

29.06 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 30.

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

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

## **ARTICLE 30        ARBITRATION**

30.01 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 fourteen (14) 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.

30.02 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.

30.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed 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.

30.04 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.

30.05 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.

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

30.07 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.

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

## **ARTICLE 31 BULLETIN BOARD**

31.01 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. All notices must be approved by the Site Manager or designate prior to posting, which approval shall not be unreasonably withheld. Upon receiving a request to post a notice, the Site Manager or designate will respond promptly (within two (2) hours).

## **ARTICLE 32 HEALTH AND WELFARE BENEFITS REFERRAL**

32.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement. It is understood that the Employer fulfils its obligations by obtaining, providing, facilitating employee access to, and maintaining the Benefit Plans in Appendix

"A", subject to the conditions and limitations of the Plans. Employees will pay benefit costs as per the Employer structure, as modified from time to time.

### **ARTICLE 33            LABOUR/MANAGEMENT RELATIONS**

33.01            A Labour/Management Relations Committee shall be appointed, consisting of two (2) Shop Stewards from the Union and two (2) representatives from the Employer. The full-time Union Representative and one of the Employer's Human Resources personnel may also attend these meetings from time to time. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, including but not limited to recruitment and retention, staffing levels, layoffs, communications and continuing education. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

33.02            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 be provided with a copy of these minutes, upon request. 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.

### **ARTICLE 34            WORKERS COMPENSATION BENEFITS**

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

34.02            If an employee is required to take time off work to receive follow up treatment for a compensable condition, the employee shall schedule such time outside of working hours. If it is not possible for the employee to do so and the employee is required to take time off work, such time off shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time.

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

## **ARTICLE 35            NO HARASSMENT/ABUSE**

35.01            The Employer's "Abusive Conduct and Harassment Policy" shall be posted in a conspicuous place on the Employer's premises. The Policy will be developed and reviewed in conjunction with the Health and Safety Committee and comply with The Workplace Safety and Health Act.

## **ARTICLE 36            EDUCATION AND TRAINING TRUST FUND**

36.01            Within sixty (60) days of ratification, the Employer shall contribute One Thousand (\$1,000.00) Dollars to the Union's Education and Training Trust Fund.

## **ARTICLE 37            ORIENTATION MEETING**

37.01            The Employer shall allow the full-time Union Representative, or his designate, fifteen (15) minutes during the onboarding presentation in training to familiarize new employees with the general conditions and responsibilities with respect to the Collective Agreement and the Union.

## **ARTICLE 38            EQUIPMENT**

38.01            The Employer shall supply each employee who requires same with the necessary equipment that is required by the employee during working hours. The Employer shall supply standard ergonomically correct equipment including chairs, keyboards, headsets and wrist supports. Additional ergonomic items will be considered by the Employer if the employee provides acceptable medical documentation. The Employer shall replace these items on an ongoing basis as the need arises and shall be responsible for all costs involved in the supplying and repairing of same.

## **ARTICLE 39            JOB DESCRIPTIONS**

39.01            The Employer agrees to provide the Union with job descriptions for each classification contained within the bargaining unit. Whenever a significant change is made to the job descriptions, the Employer also agrees to provide the Union with an updated copy.

                    The Employer recognizes that any undue workload increases would have the potential to cause staff burnout. In the event of significant workload changes, any employee may raise a concern and the Employer agrees to discuss such changes with the Union and the affected employee.

## **ARTICLE 40**      **JOB TRAINING**

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

                             No employee will be required to pay for any equipment related to training or be required to participate in training on their own time away from work.

## **ARTICLE 41**      **TRANSPORTATION COSTS**

41.01                    If required by an employee, the Employer agrees to provide transportation when they are required to start or terminate their shift between midnight and 6:00 a.m.

41.02                    All active employees shall receive a transportation/ home office benefit in the amount of **five hundred (\$500.00)** dollars, less required deductions **within thirty (30) days of ratification**.

## **ARTICLE 42**      **PARKING/PLUG-INS**

42.01                    The Employer will have no responsibility to provide parking or bus passes to any employee at its current location. If the Employer moves its current location to another location within Winnipeg, it will explore the possibility of providing free parking and plug-ins to employees.

## **ARTICLE 43**      **PAST PRACTICES AND POLICIES**

43.01                    All practices and policies of the Employer in effect as of January 1, 2011 shall continue insofar as they are consistent with the Agreement unless modified by the Employer with prior consultation with the Union and subject to Article 15.02.

## **ARTICLE 44**      **CONCILIATION**

44.01                    The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no

authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where conciliation services are not available through provincial legislation.

#### **ARTICLE 45            EXPIRATION AND RENEWAL**

45.01                      This Agreement shall be in effect from April 26, 2023, and shall remain in effect until April 26, 2025, 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.

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

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

**SIGNED THIS                      DAY OF    , 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX “A”

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 The Employer shall continue to maintain the current Canadian Flexible Benefits Program (the “Program”) for all employees who have completed their probationary period (hereinafter collectively referred to as the “Eligible Employees”) which shall be subject to the terms and conditions of the master insurance policies and administrative services contracts in force between the Employer and the insurers and administrators. In the event of any inconsistency between the provisions of this Agreement and the terms of such policies or contracts, the policies or contracts shall prevail. Employees will pay benefit costs as per the Employer structure, as modified from time to time.

A-1.02 The Employer shall supply the Union with a paper copy of any applicable insurance plan texts and access to the Employer’s online benefits information shall ensure that the Union receives any updated information. The Employer shall supply all employees with access to the Employer’s online benefits information.

A-1.03 The Employer shall pay the professional fee(s) (including for written reports) in situations where an employee is required by the Employer to attend an independent medical examination.

A-1.04 The Employer will reimburse an employee for the costs of any medical reports required when any employee applies for and/or receives short-term or long-term disability benefits.

A-1.05 A general description of the health and welfare benefits provided by the Employer to the Eligible Employees is listed below. Any disputes with an insurer or administrator regarding entitlements under the terms of insurance policies or administrative services contracts in force between the Employer and the insurers and administrators are not arbitrable pursuant to this Agreement.

#### A-2 Sick Leave Benefits

A-2.01 Commencing after completion of the probationary period, Eligible Employees will be paid at their regular rate of pay for up to one hundred twenty (120) hours per calendar year for any unscheduled absence from work due to personal illness or injury with a duration equal to or less than forty (40) consecutive business hours. Any absences beyond such one hundred twenty (120) hours and time off for medical, dental or other personal appointments will be unpaid under this article. If an absence due to personal illness or injury extends beyond five (5) consecutive business days, the terms of the Employer’s Short-term Disability Policy will apply. If an employee uses less than **seventy-two (72)** hours of sick time during a calendar year, they shall be paid out **in January of each year** the difference between the **seventy-two (72)** hours and any sick time used.



**A-2.02** Employees will not be required to provide A Doctor's note unless the employee meets one of the following criteria:

- 1) The employee's absence exceeds three (3) consecutive scheduled work days
- 2) The duration of the absence or the circumstances surrounding the absence requires verification.
- 3) The employee has been absent for one hundred twenty (120) hours in a calendar year.

### **A-3 Short-term Disability Benefits**

**A-3.01** All Eligible Employees shall be entitled to coverage pursuant to the Employer's Short-Term Disability Policy, which shall, provided the employee meets all requirements of the Policy, entitle the employee to benefits beginning with the first (1st) day of absence due to illness or injury. Said benefits shall be payable as follows:

Benefit Amount:

YEARS OF SERVICE	100% PAY	66.7% PAY
less than 2 years	2 weeks	24 weeks
2 – 5 years	6 weeks	20 weeks
5 – 10 years	12 weeks	14 weeks
10 or more years of service	16 weeks	10 weeks

Said benefits will be paid using the employee's basic weekly earnings and shall at all times be calculated using the regular hourly rate of pay that would have been paid to the employee had they continued to work. Said benefits shall be payable for as long as the employee meets the requirements of the Employer's Short-Term Disability Policy (maximum twenty-six (26) week benefit period).

### **A-4 Long Term Disability Benefits**

**A-4.01** All Eligible Employees shall be required to choose one of the options pursuant to the Employer's Long-Term Disability Plan, which shall, provided the employee meets all requirements of the Plan, pay benefits to the employee in accordance with the option set out in that Plan chosen by the employee. There is a one-hundred and eighty-two (182) calendar day waiting period.

**A-4.02** The premium costs for this coverage shall be paid entirely by the employee.

## **A-5 Flex Dollars**

A-5.01 In October or November of each year, each Eligible Employee shall be advised as to the amount of Flex Dollars available to that employee for the subsequent benefit year.

## **A-6 Dental Benefits**

A-6.01 All Eligible Employees shall be entitled to coverage pursuant to the dental options set out in the Employer's online benefits information. These options can include coverage for basic and preventive care, major care and orthodontia for employees and their dependents. Dental Benefits are optional for employees.

## **A-7 Retirement Benefits**

### **A-7.01 EDS Canada Inc. Retirement Plan – Defined Benefit (DB) Plan**

This Retirement Plan is no longer open for admission of new members and no additional benefit entitlement is accruing to current members of the Plan as a result of further service; however, benefits previously earned under this plan remain in place for members of the Plan.

### **A-7.02 ESIT Retirement Savings and Investment Plan (RSIP) Defined Contribution (DC) Matching Plan**

All Eligible Employees and the Employer may contribute to the ESIT RSIP defined contribution matching plan. The employee may contribute up to a maximum of fifty (50%) percent of eligible pay. The Employer matches the employee's contributions up to a maximum of five (5%) percent of eligible pay. The Employer-paid contributions are vested after the employee completes two (2) full years of service.

## **A-8 Life Insurance Benefits**

A-8.01 All Eligible Employees shall be required to take out a minimum of \$25,000.00 in life insurance coverage pursuant to the Program and may take out coverage in an amount up to twelve (12) times their Annual Pay for Benefits, as that term is defined in the Employer's online Benefits Guide. In addition, Eligible Employees may purchase optional life insurance coverage for their spouses and children. The cost of all such insurance is payable by the employee through payroll deduction.

## **A-9 Accidental Death and Dismemberment Benefits**

A-9.01 All Eligible Employees shall be required to take out a minimum of \$25,000.00 in accidental death and dismemberment (AD+D) coverage pursuant to the Program and may purchase optional coverage for their spouses and eligible children. The cost of all such insurance is payable by the employee through payroll deduction.

## **A-10 Vision Care Benefits**

A-10.01 Eligible Employees shall be entitled to vision care benefits pursuant to the vision care options set out in the Health Care provisions of the Employer's online Benefit Guide. These options include coverage for eyeglasses and/or contact lenses, eye examinations and laser eye surgery. Vision care coverage is optional for employees and dependents.

## **A-11 Prescription Drug Benefits**

A-11.01 Eligible Employees shall be entitled to prescription drug benefits pursuant to the prescription drug options set out in the Health Care provisions of the Employer's online Benefit Guide. These options include coverage for prescription drugs and dispensing fees (the latter to a maximum of \$8.00). A card will be issued to each participating employee to direct bill prescription drug purchases. Prescription drug coverage is optional for employees and dependents if the employee elects to opt out of the Health Care coverage.

## **A-12 Survivor Medical and Dental Benefits**

A-12.01 In the event that eligible dependents are enrolled for medical or dental coverage at the time of the death of an Eligible Employee, such coverage will continue, without charge to the dependents, until the earlier of the date one year after the death of the employee or similar coverage is obtained for the dependent elsewhere or the date the surviving spouse remarries or the date the dependent is no longer a dependent.

## **A-13 Health Care Benefits**

A-13.01 Eligible Employees shall be entitled to Health Care benefit coverage pursuant to the Health care options set out in the Employer's online Benefit Guide. These options can include but are not limited to coverage for:

- Semi-Private Hospital Care
- Outside of Canada Emergency Medical Treatment
- Private Duty Nurse
- Orthopaedic shoes or inserts

- Hearing Aids
- Certain preventive vaccines
- Medical supplies and services (including but not limited to ambulance and treatment received on an ambulance, lab tests, casts, splints, mobility equipment, prostheses, oxygen, etc.)

Professional Services:

- Acupuncturist
- Chiropractor
- Osteopath
- Podiatrist
- Massage therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist

Extended Health Care benefits are optional for employees and dependents.

#### **A-14            Group Retirement Savings Plan Benefits**

A-14.01        Eligible Employees will be entitled to allocate unused “flex dollars”, as described in the Program, for deposit once a year to the employee’s ESIT RRSP Account. Eligible Employees may also choose to take unused “flex dollars” as taxable payment on their pay.

#### **A-15            Employee Assistance Program**

A-15.01        The Employer will continue to provide a confidential Employee Assistance Program (EAP) for employees and their eligible family members.

#### **A-16            Health Spending Account (HSA)**

A-16.01        All Eligible Employees shall continue to receive flex dollars, which may be allocated to the employee’s Health Spending Account (“HSA”) in accordance with the Program. The HSA shall apply and be made available to pay for dental, medical and prescription drug expenses that are not covered or are only partially covered by the Employer or the provincial health plan.

## APPENDIX "B" – WAGES

### **B-1**

Classification	Current	April 26, 2023	April 26, 2024
		5.00%	3.00%
TSR 2	\$ 19.20	\$ 20.16	\$ 20.76
TSR 3	\$ 20.41	\$ 21.43	\$ 22.07
TSR 4 - Team Lead	\$ 22.81	\$ 23.95	\$ 24.67

**In addition to the wages above the Employer agrees to a one-time lump sum COLA adjustment of \$500 per employee to be paid within 30 days of ratification.**

### **B-2          Retroactive Pay**

All employees shall receive full retroactive pay from April 26, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within sixty (60) calendar days following the date of Union ratification of this Agreement.

### **B-3          Minimum Wage**

The parties agree that should the minimum wage in the province of Manitoba increase during the term of this agreement, the rates will be adjusted so as to ensure there is a minimum fifty (50¢) cent differential between any hourly rate and the minimum wage for the province, effective the same date the minimum wage is adjusted.

### **B-4          Variable Performance Bonus Program**

Employees will be eligible for any current or future bonus programs applicable to employees elsewhere in Canada in similar classifications.

### **B-5          Overscale Employees**

**Overscale employees shall be entitled to the same percent increases at the same annual dates as agreed to on the scale in B-1.**

Notwithstanding the foregoing, any employee who is demoted shall thereafter receive the rate applicable to the employee's new classification.

**B-6 Long Service Premium**

Long term employees shall receive a Long Service Premium in addition to his/her normal rate of pay for each hour for which paid, as follows:

Five (5) years of service	Twenty (\$0.20) cents per hour
Eight (8) years of service	Thirty five (\$0.35) cents per hour
Ten (10) years of service	Fifty (\$0.50) cents per hour

The amounts referred to above are not cumulative.

Any overscale employees will receive the greater of the rate for their position in accordance with the scale in Appendix B-1 plus any long service premium for which they are eligible or their current overscale rate increased in accordance with Appendix B-5.

## EXHIBIT 1

### 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 **Esit Canada Enterprise Services Co.**, contain the following statements:

“The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days.”

“The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One) supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees. The Employer shall forward the form letter, duly completed, to the Union within fifteen (15) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.”

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

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 15 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)	
COMPANY NAME	LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	PHONE NO.	FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>	
<small>I hereby declare that the information provided on this application is true and correct. I agree that all monies paid by me shall be for the purpose of membership in the United Food &amp; Commercial Workers International Union and that I agree to abide by the rules and regulations of the Union. I agree to the use of my personal information by the Union for the purposes of collective bargaining and other direct or indirect activities through such local union as it may duly designate. United Food &amp; Commercial Workers Local No. 832 has commitment from third parties that receive personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes stated above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
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 1-888-832-9832.