

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CHEP CANADA INC.**

**(hereinafter called the "Company")**

**- and -**

**Unifor and it's Local 4005**

**(hereinafter called the "Union")**

Effective: **October 1, 2019**

Expiry: **September 30, 2022**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and its employees, to set forth agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto and the employees covered by this Agreement, and to provide an amicable method of settling any differences which may arise in the interpretations, application, administration or alleged violation of this Agreement. The Union recognizes the necessity of encouraging full productivity consistent with fair labour and health and safety practices and conformity with this Agreement, and agrees that it will co-operate with management in discouraging any practice which imposes any unreasonable restrictions on the efficient operation of the Service Centre. A reference in this Agreement to the male gender shall include the female gender.
- 1.02 CHEP Canada Inc. and Unifor are committed to providing a workplace that is free from harassment and discrimination in accordance with the New Brunswick Human Rights Code.

Every employee has a right to work in an environment free from discrimination and harassment, and failing that, to make a formal complaint that shall be investigated promptly. The parties jointly agree to implement a policy and the mechanism that addresses the seriousness of workplace harassment and discrimination and which outlines the process, the roles and the responsibilities of the parties in this regard

CHEP Canada shall make this policy known to all employees, to investigate each complaint and to correct and work towards the elimination of discrimination and harassment from the workplace.

- 1.03 The Respectful Workplace Policy shall be implemented and adhered to by all employees of CHEP Canada Inc. The Company further recognizes that it is the responsibility of all of its employees to maintain a work environment that is free from all forms of harassment and discrimination and to promptly take action to remedy situations of harassment in the workplace.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent "All employees of CHEP Canada Inc. in Moncton, New Brunswick, employed in the following classifications: Maintenance, lead hands, repairs(labourer), forklift operators, shippers/receivers, sorters, cleaners, save and except supervisors, managers, as well as those excluded by the Industrial Relations Act."

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive right of the Company to exercise the regular and customary functions of management including:

- (a) to maintain order, discipline and efficiency; and
- (b) to hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees, provided that a claim by an employee that has been discharged or disciplined without just cause or in violation of the provisions of this Agreement, may be subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided.

The Company agrees to exercise these management rights in a manner consistent with the terms of this Agreement and not in an arbitrary or bad faith manner.

- 3.02 The direction and supervision of the working force shall, at all times, be the responsibility of the Company only.
- 3.03 The Company has the right to introduce new or improved methods of operations, handling methods or facilities; the Union will be given advance notice of any significant changes.
- 3.04 The parties agree that the foregoing enumeration of management's right shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Company, therefore, retains all the rights not otherwise specifically covered in this Agreement or as specified in Provincial or Federal legislation.

### **ARTICLE 4 - UNION SECURITY**

- 4.01 Any new employee hired shall join the Union and maintain their membership. Current members will maintain their membership. The parties agree there shall be a compulsory checkoff of Union dues on all employees who come within the bargaining unit to which this Agreement applies.
- 4.02 The Company agrees that the check off of Union dues shall be made on a pay period basis to be deducted from the wages of bargaining unit employees. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution. The Union will notify the Company in writing of the amount to be deducted. The Company will provide for deduction of Union dues from each pay in the month and remittance of dues by the end of the same month, along with a check off list which includes the employee's classification and the reasons if no dues are deducted.

- 4.03 Upon presentation of a duly signed application for a Union membership card, the Company agrees to deduct the amount of the Union initiation fee from the wages of the respective employee and to remit such amount to the Union by the end of the same month.
- 4.04 The Company and the Union agree that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees in the bargaining unit by representatives of the Union or the Company, with respect to membership in the Union.
- 4.05 The Company agrees to provide the Union Stewards with copies of the Collective Agreement for each employee in the bargaining unit. The Company shall provide the Union Steward with thirty (30) minutes of paid orientation time with a newly hired employee.
- 4.06 The Company shall provide a new employee with an orientation period at which time the Company shall provide the employee with information relating to all rights and privileges as provided for by the collective agreement, including but not limited to benefit entitlement, RRSP program, Respectful Workplace Policy and other related benefits.
- 4.07 The Company shall not enter into any agreement or contract with employees, members of the Union, individually or collectively, which conflicts with the terms and conditions of the collective agreement. Any such agreements that have not been negotiated with the Union National Representative shall be null and void.
- 4.08 In the event of a decision to dispose of the business, move its operations or down-scale production, the Company will notify the Union National Representative promptly after the decision is made to discuss the impact of the decision on the members of the bargaining unit.
- 4.09 In the event an employee is permanently laid off due to plant closure or technological change, the Company will provide notice to all employees in accordance with Employment Standards Act (ESA) of New Brunswick. In addition, employees with greater than 5 years of service will be paid two weeks per year of service as severance (inclusive of the notice above).
- If an Employee accepts the severance pay, then they will be stricken from the seniority list and will no longer be considered an employee of the Company.
- 4.10 The Company will indicate on Employees T-4 slip a statement of the annual dues which have been deducted.

## **ARTICLE 5 - UNION REPRESENTATION AND UNION ACTIVITIES**

- 5.01 The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings on the premises of the Company without the prior permission of the Service Centre Supervisors and/or Manager.
- 5.02 The Company agrees to recognize one (1) Union Steward from each operating shift, one of whom will be recognized as the Chief Steward. The Union agrees to inform the Company in writing of the names of Stewards, and one alternative from each shift who will replace them if they are absent. The Union negotiating committee shall consist of three (3) employees of the Company and one alternate and a representative of the Union. The Union will inform the Company of the names of the members of the Union negotiating committee. Union Stewards and members of the negotiating committee shall be employees who have completed their probationary period.
- 5.03 The Company agrees that employees on the Union negotiating committee shall be paid their base wage rate for time spent during negotiations with the Company up to four (4) days.

The Company agrees that Union Stewards, Chief Stewards and other employees may be required from time to time to attend union functions, education, training, conference and conventions. The Union shall to the best of their ability provide the Company with two (2) week notice of such events, the requests shall not be unreasonably denied. The Company shall pay for the required days, the Company will then invoice the Local Union and the Local union shall reimburse the Company within thirty (30) days.

- 5.04 Union Stewards and the negotiating committee members shall exercise their functions in such a manner as to promote good order and with the least possible interference with the regular duties of their employment. Should it be necessary for a Union Steward to attend to the processing of a grievance or the investigation of a grievance as provided for in this Agreement during working hours, the Steward shall first obtain the permission of his immediate management supervisor which will not be unreasonably withheld. Where permission has been granted, reasonable time spent by the Steward will be paid for at his regular hourly rate of pay. Such time may be extended and requests to extend the time will not be unreasonably denied.
- 5.05 Where a full-time representative of the Union wishes to meet with a member of the bargaining unit, such representative shall obtain the prior permission of the Company. Prior permission must be obtained 24 hours in advance of such meeting and shall not be unreasonably withheld. In circumstances where the

Union cannot request permission 24 hours in advance, the Company will consider a request for permission on less than 24 hours' notice. Where such permission is granted, the Union representative will be allowed to meet with such member of the bargaining unit in the space designated by the Company.

5.06 The Company shall provide the Union with:

- (a) A list of employees in the bargaining unit ranked according to seniority and job classifications every six (6) months
- (b) Notification in writing as soon as possible of : demotions, discharges, suspensions, layoffs, recalls and written warnings

Also the employer will provide to the Union at least on an annual basis, commencing with the January 2017 dues, a listing containing the names of all active and inactive employees including their:

- Mailing address
- Phone number
- Email address

The Company shall provide a covered and locked bulletin board for the use of the Union for posting Union notices. All posted notices shall be approved by management prior to being posted.

5.07 Employees of the Company who are not in the bargaining unit shall not perform work that is normally performed by employees in the bargaining unit except in the following circumstances:

- (a) In the case of an emergency or for the purpose of giving instructions, training or experimentation, non-bargaining unit employees shall be entitled to perform bargaining unit work
- (b) If there are no other employees with the necessary skill and ability available to perform the work then, the Company may engage temporary help or have the work performed by non-bargaining unit employees.

5.08 The Union shall furnish the Company with a list of the Union representatives and shall update this list from time to time or whenever there is a change in the representatives.

5.09 Probationary employees will be employed for a maximum of six hundred and forty (640) working hours over a six (6) month period. If a probationary employee works more than six hundred and forty (640) working hours he will have been deemed to have completed his probation and his effective date will be his original start date.

- 5.10 The parties agree to hold regular joint labour management meetings. These meeting will be held for the purpose of discussing matters of concern for either party at a mutually agreed to time and place. The Joint Labour Management Meetings will be a forum to communicate effectively, and to co-operatively discuss and solve workplace issues. Agendas shall be formulated jointly, and the minutes of these meetings jointly signed and posted in the workplace to inform employees of the outcome of these discussions
- 5.11 Nothing in this agreement shall be interpreted or construed as limiting the company's right to contract out. Once an employee exceeds 640 hours of work he will be deemed to have completed his probationary period with the company. The application of hours of work in this article means all hours of work by the employee.
- 5.12 The Company agrees to pay into a special fund an amount of \$1000 yearly during the term of this agreement, to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted yearly into a trust fund established by the Unifor National Union on behalf of Unifor Local 4005 effective on March 22, 2016. Candidates for PEL shall be selected by the local Union executive. Attendance at PEL will be Union paid time and expenses, and is subject to the approval of the Company, which will not be unreasonably withheld

## **ARTICLE 6 – DISCIPLINARY ACTION**

- 6.01 Probationary employees will be employed for a maximum of six hundred and forty (640) working hours over a six (6) month period. If a probationary employee works more than six hundred and forty (640) working hours he will have been deemed to have completed his probation
- 6.02
- (a) No seniority employee will be disciplined or discharged without just cause
  - (b) The Company will provide written notice to the employee and the Union for the reasons of the discipline at the time that the discipline is imposed.
  - (c) When an employee is to be dismissed and the circumstances permit, the employee shall be allowed to meet with a Steward for 10 mins, such requests will not be unreasonably withheld before the employee leaves the Company premises.
  - (d) An employee will have all disciplinary actions removed from his disciplinary file after a period of eighteen (18) consecutive months have elapsed, provided the offence has not been repeated and no further related discipline has been issued within the above noted period.



- (e) A claim by the employee that he has been unjustly discharged shall be treated as a grievance beginning at Step 3 provided such claim is lodged with the Company no later than seven (7) working days following the employee's discipline.
- (f) The representative of the Union and Company or his designate, with the permission of the employee, shall be entitled to review the employee's disciplinary file, in the presence of the employee and company representative at any disciplinary meeting. The Company will not prevent the employee from attending his disciplinary meeting.
- (g) Any discipline will be imposed using the basis of progressive discipline for similar violations with the following process, first step- verbal warning, second step- written warning, third step- suspension fourth step- termination. For serious safety violations Management reserves the right to apply the appropriate progressive discipline step based on the individual incident.

Note: All current disciplinary notations with the exception of safety related violations on employee's files will be wiped clean upon ratification.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 For the purpose of this Agreement "working days" shall mean Sunday through Saturday inclusive, not including Company Holidays or other days on which the Company premises are closed. Eligibility of the grievance procedure is reserved for non-probationary employees.

A grievance is a dispute concerning the administration or alleged violation of this Agreement.

7.02 A grievance which relates to the interpretation, application, administration or alleged violation of this Agreement which is not settled following the decision of the Company at Step 3 may be referred to an Arbitrator in accordance with Article 8 of this Agreement by either party upon written notice to the other.

## **GRIEVANCE PROCEDURE**

### **STEP 1**

7.03 a) If an employee believes he has a grievance, he shall first take it up orally with his immediate management supervisor, with or without the assistance of a Union Steward within seven (7) working days of the date upon which the alleged circumstances or event giving rise to the grievance should have become known to the employee. If the response is not satisfactory the employee or the Union Steward may move the grievance to step 2.

## STEP 2

7.04 The grievance, which shall be reduced to writing, shall be submitted by the employee and or the Union Steward to the Operations Manager within seven (7) working days from when the verbal response was made. The Company will reply to the grievance in writing within seven (7) working days.

## STEP 3

7.05 If the decision of the Company under article 7.04 is not satisfactory to the employee(s) concerned, the Union may submit the grievance within seven (7) working days of the Company's reply to the Site Manager to have the grievance heard at Step 3. Company Representative(s), the National Union Representative, and the Union Steward will arrange a meeting within seven (7) working days to discuss the grievance. The Company will deliver its reply in writing to the Step 3 grievance seven (7) working days following the step 3 grievance meeting.

7.06 A grievance which is not settled following the decision of the Company at Step 3 may be referred to arbitration in accordance with Article 8 of this Agreement by either party upon written notice.

7.07 If a grievance is not replied to by either party within the prescribed time limits then the grievance is considered resolved based on the last reply within the prescribed time limits.

7.08 An extension of the time limits prescribed in this Article must be agreed to by both parties in writing

7.09 Where a grievance is relating to more than one person a group grievance can be filed with the signatures of the affected employees, also grievances of a serious nature such as discharge grievances and policy grievances shall be filed at Step 3

7.10 It is understood that the Company has the right to file a grievance against the union for violation of any part of the contract. The company grievance shall be filled at step 3 of the grievance procedure within seven (7) working days of the occurrence of the circumstance giving rise to the grievance or when the circumstance ought to have reasonably come the attention of the Company.

## ARTICLE 8 – ARBITRATION

8.01 After exhausting the grievance procedure established by this Agreement, and in the event that arbitration is desired by either party, then the other party shall be notified in writing not later than twenty (20) working days after the reply of the Company at Step 3. Such notice shall contain the name of three (3) proposed arbitrators. The other party shall either accept one of the proposed arbitrators or

nominate alternative arbitrators until an arbitrator is selected by mutual agreement of both parties. In the event an arbitrator is not selected within fifteen (15) working days, of the date the first proposal of three (3) arbitrators was submitted then either party may apply to the Ministry of Labour for the Province of New Brunswick who shall have the power to effect such an appointment

8.02 The Arbitrator shall hear and determine the differences between the parties and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board.

8.03 Where there is mutual agreement between the Union and the Company, the services of a mutually accepted private mediation service may be employed in advance of arbitration to attempt settlement of grievances which fail to be resolved through the grievance process.

## **ARTICLE 9 – SENIORITY**

9.01 Probationary employees will be employed for a maximum of six hundred and forty (640) working hours over a six (6) month period. If a probationary employee works more than six hundred and forty (640) working hours he will have been deemed to have completed his probation and his effective date will be his original start date.

9.02 When two (2) or more employees are hired on the same day their seniority shall be determined by alphabetical order (last name).

9.03 The Company shall:

(a) Within 30 calendar days following the signing of this Agreement, prepare and post an up-to-date seniority list, showing the names, classifications and seniority dates of employees who have completed their probationary period.

(b) Provide the Union with a copy of a seniority list every 6 months.

9.04 An employee shall lose his seniority standing and shall cease to be employed by the Company upon the occurrence of any of the following circumstances:

(a) when an employee voluntarily terminates his employment or retires;

(b) when an employee is discharged for just cause and is not subsequently reinstated;

(c) When an employee has been laid off for a period of twenty-four (24)

months;

- (d) When an employee fails to return to work within five (5) working days of being notified by registered mail of his recall from layoff. An employee may refuse a recall of short duration of thirty (30) calendar days or less and be exempt from this provision. It shall be the responsibility of the employee to notify the Company immediately of any change in his address
  - (e) if the employee is absent from work for three (3) consecutive working days without notifying the Company of the reasons for such absence or without a valid reason for such absence;
  - (f) if the employee overstays a leave of absence granted by the Company without securing an extension of the leave of absence from the Service Centre Manager or designate; or
  - (g) if the employee accepts employment while on a leave of absence, without the permission of the Company.
  - (h) With regard to above clauses c-g, the Company shall send a notice by registered mail to the union and employee's last known address given, which shall be deemed to have been received when signed for or after 5 days from the date of mailing.
- 9.05 In cases of layoff due to lack of work, probationary employees shall be laid off first, unless there is no one with seniority who has the skill, ability and qualifications to do the remaining work. Thereafter layoff will be on the basis of seniority provided that the remaining employees have the skill, ability and qualifications to do the work.
- An employee who is displaced by layoff from a classification may only exercise his seniority to bump into another classification if he has the skill, ability and qualifications to perform the work in that other job classification provided the senior employee has been given an opportunity to be trained on the new classification and may bump a junior employee working within the classification.
- 9.06 In cases of recall from layoff, employees will be recalled in order of seniority provided they have the skills and ability and qualification to perform the work available. Employees may refuse a recall that is expected to last less than thirty (30) working days.
- 9.07 Where employees have received training for forklift operator from the Company, only those employees who have successfully completed the forklift operator training shall be considered qualified to perform the work of a forklift operator.
- 9.08 The Chief Steward and the Stewards will be retained in the employ of the Company during their respective terms in office, notwithstanding their position on

the seniority list, so long as they have the skill and ability to perform the remaining work.

- 9.09 The Company will provide the Union with a list of employees to be laid off or recalled.

## **ARTICLE 10 - VACANCIES, PROMOTIONS AND TRANSFERS**

10.01 In the event of a permanent vacancy in the bargaining unit the following procedures should apply:

- (a) The permanent vacancy shall be posted for five (5) working days so that employees may apply

Step 1: The job posting will be awarded to the most senior employee who has the skill, ability and qualifications to perform the role.

Step 2: In the event that no employee with seniority signs the posting the Company will fill the vacancy with the most senior probationary employee failing this; the vacancy will be filled with the most junior probationary employee in the bargaining unit within the plant.

- (b) A permanent vacancy is deemed to be available when forty-five (45) days have elapsed unless the vacancy is for the following reasons and does not exceed a period of twelve (12) months in duration (absent with leave, sick leave and compensable leave), from the commencement of a temporary transfer as provided for in article 10.03. All such permanent vacancies shall be posted by the Company within a period of five (5) days so that employees may apply as per above. In the event the employer determines there is a vacancy which is due to an employee leaving the employ of the company then the job will be posted without delay.

10.02 A trial and training period of twenty (20) working days in the new position will be provided to an employee who accepts a job posting or a new position within the bargaining unit. An employee prior to the completion of this trial and training period may return to his former position with no loss of seniority. The Company may also return the employee to his former position with no loss of seniority prior to the completion of the trial and training period if they fail to satisfactorily perform the new job duties.

10.03 The Company may temporarily assign an employee to another job on a temporary basis for a period of forty-five (45) working days, with the exception of employees on modified duty. An employee, who is temporarily assigned under this provision shall retain his rate of pay if it is higher or be paid the rate of pay for the job that the employee is temporarily assigned to if it is greater along with any

associated shift premiums they would have been paid or are to be paid. All assignments to another job under this article will be made by seniority basis taking into consideration that the employee must be capable of performing the duties of the temporarily assigned job without training.

- 10.04 A copy of all job postings will be provided to the Union at the time the job is posted. Also the Company will provide the Union with a copy of the job posting signature sheet and the name of the employee selected for the job posting along with a copy of all job descriptions for the posted position in question.
- 10.05 Leadhand vacancies will be posted in accordance with article 10.01 (a) above. The role of a leadhand is to, but not limited to, organize the work of other employees assigned to him. In particular, organizing the work of other employees includes, leading a group of employees in the completion of a job, assigning employees to jobs necessary to complete daily activities, co-ordinating the availability of material, tools and or resources needed to complete a job or jobs. Leadhands are not permitted to administer disciplinary action.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 The Company may grant an unpaid leave of absence for legitimate personal reasons. Requests for such leaves shall be made in writing to the Site Manager at least ten (10) working days prior to the intended commencement of the leave wherever possible. Any such leave of absence shall not exceed thirty (30) days and the Company will maintain all benefits for the employee during the leave period.

The Company agrees to consider extending the leave of absence for a period greater than thirty (30) days and requests that the employee provide advance written notice of at least sixty (60) days prior to the commencement of the leave where possible. The Company will advise the employee in writing if the leave has or has not been approved with a copy of the same to the Union. If for reasons beyond the control of the employee an extension to the above leave is required, the employee may contact the Company to have the leave extended and such requests will not be unreasonably denied.

While on leaves of greater than thirty (30) days the Company will maintain all benefits for the employee during the leave period.

- 11.02 In the event of death of a family member an employee shall be granted a bereavement leave as follows:
- (a) five (5) working days in the case of the death of a spouse, child, sibling, or parent of the employee;
  - (b) in the case of death of a father-in-law, mother-in-law, grandchild, legal

guardian of the employee or grandparent a leave of three (3) days shall be granted to attend a funeral or other similar ceremony.

- (c) The Company agrees to allow the utilization of outstanding vacation, or to grant an unpaid leave of absence, so that the employee may attend an out-of-province funeral or similar ceremony.

11.03 The Company agrees to make up the difference between statutory pay, excluding travel and meal allowances, and the employee's regular rate of pay for employees called for jury duty.

11.04 a) When a steward requests the approval to attend the funeral, or other similar ceremony, in the case of the death of a member or former member of the bargaining unit, the Company will approve reasonable paid time off to attend the service, should such service occur during the stewards work day.

- b) An employee who has received approved vacation and vacation pay and has not yet commenced his vacation and is entitled to the above noted bereavement leave will have the option to cancel his vacation week and take the appropriate bereavement leave. The employee will not be required to reimburse the employer for the already received vacation pay and will take the cancelled vacation week at a later time without pay.

An employee who is on vacation and becomes entitled to bereavement leave as noted above will complete his vacation week and then reschedule the remaining vacation at a mutually agreeable time.

11.05 Employees shall be granted a leave of absence with pay for one (1) day to attend the birth of their child where such occurs on a working day. Employees who are on Maternity or Paternity leave are not eligible for this paid day of leave. Parental Leave and Maternity Leave will be as covered by the New Brunswick Employment Standards Act in effect, and employees on leave will have their benefits maintained under the Company Group Benefit Plan .

11.06 Where a non-probationary employee is required to move his place of residence on a working day, he will receive the day off with pay for purposes of performing the move. The employee is required to put in their request with a of minimum three (3) weeks' notice. Requests will be approved based on availability and business requirements. The employee must inform the Company in writing immediately of his change of address. The employee is entitled to a maximum of one (1) day off to move in any period of twelve (12) months. In other words, where an employee takes a day off to move, he shall not be entitled to another moving day off until a period of twelve (12) months has expired.

11.07 In the case of absence of more than two (2) days due to illness or injury employees are required to provide a detailed (including dates of illness, ability to

return to work, and any restrictions which could impact their ability to do the job) doctor's certificate for any further time off due to illness or accident, the following will apply.

- a) The company may require the employee to attend a medical examination by a doctor chosen by the company. The company will not apply this process in an arbitrary or bad faith manner.

The Company agrees to keep all such information obtained in such an examination strictly confidential.

- 11.08 In any case of absence, the employee is responsible to call in his absence to the Shift Supervisor, according to established call-in procedures, at least one hour prior to his shift where possible.
- 11.09 An employee on leave under this article shall accrue seniority during the leave.
- 11.10 Upon completion of their probationary period, employees would be entitled to a total of three (3) paid personal days per year. In the first year of employment, employees shall be entitled to paid personal day(s) on a pro-rated basis.
- 11.11 Employees who provide a medical note for an absence will not have that absence count against them in any attendance management process carried out by the employer. The Company reserves the right to require further information if there are patterns or potential abuse on a case by case basis.
- 11.12 An employee promoted or appointed by the Company to apposition or job with the Company, not within the bargaining unit, may retain and continue to accumulate seniority, provided the employee continues to pay their Union dues, for a period of three (3) accumulated months while appointed outside of the bargaining unit, after which time they shall lose all accumulated seniority and cease to be a member of the bargaining unit.
- 11.13 If an employee accepts a full time position with the Union, the said employee will be granted a leave of absence, during which time the employee will continue to accrue seniority.

## **ARTICLE 12 - HEALTH AND SAFETY**

- 12.01 The Company and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated through the involvement of people from all levels of the organization. The parties agree that when the Company assigns an employee to a new job assignment, the Company shall provide orientation by a competent person.



The company will provide this orientation time and training when a new employee is hired.

12.02 The Company and the Union will establish a Joint Health and Safety Committee to ensure and encourage safety at work and while away from work. The JOHSC will consist of equal representation from the Company and the Union and follow the rules set forth in the New Brunswick Occupational Health and Safety Act. There will be one (1) union employee per shift and one (1) Union member who will act as an alternate per shift. These Union members will be elected by the Union employees on their respective shifts and will serve a term of three (3) years. At no time shall the number of Employer representatives be allowed to outnumber the amount of Union representatives. Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a Union member the other shall be an Employer representative.

12.03 The Company shall post and keep posted on the bulletin board(s), the names and work locations of the committee members.

12.04 An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to his/her doctor's office or hospital and to his/her home.

12.05 The Company will provide the employees with any safety equipment required

12.06 The Company will supply personal winter jackets and rain clothing to each individual employee that is required to perform work outside. Winter gloves will be provided to employees that do work outside. The clothing shall be replaced every three (3) years, for health and hygienic reasons. The Employer shall provide new clothing if the current clothing is too worn out or has become unwearable at the workplace.

The Company reserves the right on the selection of the above noted clothing in consultation with the Union and JOHSC. This clothing shall remain on company property at all times.

12.07 The Company will pay non-probationary employees an amount up to \$140.00 per year for CSA approved steel shank and steel toed safety boots.

No work clothing other than the most recently issued company uniform items provided by the Company shall be worn during working hours

12.08 Notice of first aid occurrences, hazard forms and accidents are to be posted on the bulletin boards in a reasonable and timely manner.

12.09 Adequate rest rooms and lunchrooms shall be provided and kept heated and ventilated. The employees shall cooperate with the Company in keeping the rest rooms and lunchrooms clean and sanitary.

- 12.10 The Company shall conduct a thorough air quality inspection bi-annually. Such inspection shall be conducted by a registered Occupational Hygienist and accompanied by the Union and Management co-chairs of the JOHSC. The results of the inspection shall be reported to JOHSC and posted on the Health and Safety bulletin board(s) within one month of the inspection. Recommendations from the inspection shall be implemented to correct the air quality at the work site.
- 12.11 To ensure the safety of all workers, the parties agree that no employee will be asked to work more than four (4) hours of overtime at either the end or start of their shift.

### **ARTICLE 13 - REPORT IN AND CALL IN**

#### 13.01 Reporting In

Employees who report for a shift or an overtime shift, and are prevented from working due to lack of supervision, shall be required to wait thirty (30) minutes beyond their starting time before leaving the premises. If there is no supervision at the end of the thirty (30) minute period, the employee shall be paid a minimum of three (3) hours at the overtime rate or their regular rate whichever is applicable. Also if an employee is unable to continue to work due to another employee not being able to attend to work or being able to remain at work will not suffer any loss in pay due to this situation. The employer will make every reasonable effort to find a replacement for the worker who could not attend to work or remain at work

- 13.02 Call-In: Employees called in or requested to report to work outside of their normally scheduled hours of work will be paid for a call-in equivalent to 3 hours at the applicable overtime rate.

- 13.03 In the event the Company becomes aware that there will be no work available for employees on their next scheduled shift the Company will make reasonable efforts to notify employees by telephone that they need not report. It will be the responsibility of the employees to advise the Company of their current telephone number. Where the Company fails to make reasonable efforts to notify employees by telephone not to report, employees who report for work shall be guaranteed a minimum of three (3) hours work. This shall not apply where an employee is prevented from working because of fire, flood, storm, strike or circumstances beyond the control of the Company or where the employee fails to report for overtime work within the first thirty (30) minutes of the shift.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 During each eight (8) hour shift, employees will receive a paid fifteen (15) minute break during the first half of the shift, a paid fifteen (15) minute break during the second half of the shift and a paid thirty (30) minute lunch break.

Unless otherwise mutually agreed, the standard shift times shall be:

Day Shift 7:00-3:00

Afternoon Shift 3:00-11:00

Midnight Shift 11:00-7:00

Maintenance Shift 8:00 – 16:00, 16:00- 00:00, 00:00 – 08:00

All job functions will stagger their breaks when necessary to ensure that at least one operator is available to work at all times during the shift.

When there is a business need to do so, the Company may alter the start and finish time of a standard shift by one (1) hour, and 72 hours prior to such change the Company will notify the Chief Steward to discuss the reason and intended duration of the change.

All employees should be changed into their company issued uniform and at their work stations, upon the sounding of the buzzer for the start of their shift.

14.02 When the plant is operating on an eight (8) hour shift schedule the normal hours of work shall be forty (40) hours each week, Sunday to Friday. Employees shall normally be scheduled to work on either the day shift, the afternoon shift or the midnight shift.

The company will give employees forty-eight (48) hours' notice from the start of the new shift schedule of any shift change, should the required notice not be provided by the Company to the employee then the employees first shift on the new schedule will be paid at the rate of one and one half times (1.5) their regular rate of pay.

Seniority employees shall be given preference of their shift by seniority, but only when an opening comes available on one of the shifts and provided that the employee is in the same classification as the vacancy.

14.03 (a) Employees who are being accommodated on modified duties which require reduced hours of work shall not be eligible to work overtime while on modified duties. It is recognized by the parties that the accommodation is a means of assisting the employee to return to regular duties and therefore precaution must be taken to ensure re-injury does not occur

(b) For the purposes of clarification, overtime hours must be earned for hours actually worked. Statutory holidays are treated as hours worked. In the event of

an error in the assignment of overtime the affected employee will be paid.

- 14.04 The Company shall endeavour to notify the employees forty-eight (48) hours before the commencement of weekend overtime. Employees shall be paid at a rate of time and one-half (1½x) for hours worked in excess of forty (40) hours in any week. In the event an employee is required to work more than two (2) consecutive hours immediately after or prior to his normal shift in a day the employee will be provided with a fifteen (15) minute break at the conclusion of their regular shift and a fifteen (15) minute break midway through the overtime assignment, the Company will pay the employee a meal allowance of \$12.00 on the regular payroll deposit.
- 14.05 If the employee leaves the premises they must 'punch out' of Kronos prior to their departure and 'punch in' upon returning to the premises.
- 14.06 The Union Steward on behalf of an employee may request and have access to the overtime distribution report through the Operations Supervisor.
- 14.07 Any overtime shall be offered to the most senior employee first with the skill, ability and qualifications to perform such work.
- 14.08 Whenever there is a need for overtime as determined by the Supervisor, the absence may be covered by the preceding or following shift with the opportunity of up to four (4) hours of overtime as per article 14.07.

#### **ARTICLE 15 - JOB CLASSIFICATIONS, WAGE RATES AND PREMIUMS**

- 15.01 Job classifications and wage rates are set out in Appendix "A" to this Agreement.
- 15.02 in addition to employee's base wage rate, a premium per hour will be paid for regular hours worked as per Appendix A.
- 15.03 The Company has a right to create a new classification during the life of this Agreement. The Company will negotiate the rate of pay with the Union. If the rate of pay is not mutually agreed upon, this issue can be brought forward as a grievance by the Union Representative or their delegate and processed through the grievance procedure. Such grievance shall be submitted at the third (3) stage of the grievance procedure to the Director, Plant Operations.
- 15.04 Employees requested to perform work outside of their classified job will be paid at the higher of the two rates while performing such work.

#### **ARTICLE 16 - TRAINING AND EDUCATION**

- 16.01 It is the policy of the Company to encourage all employees to engage in personal

self-development through various mediums but especially through enrolment in formal academic training courses in the community and at work.

The decision to enrol is an individual's decision, and must be pre-approved by the Company based upon job requirements. Once the employee has been with CHEP for a minimum of one year, it is agreed that the Company will reimburse in accordance with the CHEP Tuition Policy. The Company, in co-operation with the Union, will be as flexible as possible in shift assignments to accommodate course schedules.

## **ARTICLE 17 - COMPANY HOLIDAYS AND FLOATERS**

17.01 Subject to 17.02, employees will receive the following Company holidays with pay:

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

17.02 An employee shall be eligible to be paid his scheduled shift eight (8) at his base wage rate of pay for a Company Holiday provided he:

- (a) has been in the employ of the Company for ninety (90) calendar days;
- (b) works his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless they provide a doctor's certificate or are on vacation, jury duty or bereavement leave.
- (c) Employees who are on a compensable injury are not entitled for any company holiday pay that may occur during such absence.

17.03 Employees who have completed their probationary period shall be entitled to take one (1) floater holiday with pay each calendar. In the first year of employment, employees hired after July 1st will be entitled to one (1) floater day upon completion of their probationary period. Requests for dates for floater holidays shall be made in writing at least five (5) working days prior to the date the employee wishes to take the floater and will be considered in the order such requests are received. On an emergency basis, an employee may request a floater day with a minimum of twenty-four (24) hours' notice, along with a valid reason for the request. Approval for these emergency requests is at the sole

discretion of the Company, but approval will not be unreasonably denied.

## **ARTICLE 18 - VACATIONS**

18.01 Employees will be entitled to vacation according to the following schedule, on a calendar year basis:

<u>Length of Service In the Calendar Year</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay as Percentage of Gross Wages</u>
Less than 1 year	2 weeks per year prorated based on months of service	4% prorated based on months of service
1 to 3 years	2 weeks	4%
3 to 6 years	3 weeks	6%
6 to 15 years	4 weeks	8%
15 to 25 years	5 weeks	10%
25+	6 weeks	12%

During the period between commencement of employment and the following January 1st, the employee may take vacation as per the above schedule on a prorated basis. An employee will be eligible for an increased level of vacation during the calendar year in which his third (3<sup>rd</sup>), sixth (6<sup>th</sup>), fifteenth (15<sup>th</sup>), twenty-fifth (25) anniversary occurs; however, the extra pro-rated week of vacation cannot be taken until after the anniversary date

18.02 Employees must take a minimum of 2 weeks' vacation per year subject to Section 18.04. Employees must take their vacation entitlement in the year it becomes due and shall not be entitled to carry over vacation time from year to year.

18.03 For purposes of this article, "gross wages" means wages paid for hours actually worked during the calendar year in which the vacation is due, including applicable premiums and overtime pay, also any wages received by an employee who is on an approved paid absence during his scheduled work week because of bereavement, jury duty, paid union leave, paid personal days, Statutory Holidays listed in article 17.01 or vacation. Employees will receive their regular hourly rate of pay for the period of their vacation. Any outstanding vacation pay, including any cash-out option, shall be calculated and paid to the employee on a separate payroll deposit not later than January 15<sup>th</sup> of the following year.

18.04 Time worked on a Company holiday shall be compensated at a rate of time and one-half (1-1/2 X) in addition to the holiday pay under 17.02. An employee who has worked on a Company holiday will have the option to take their regular holiday pay or defer that pay to a day off in lieu of working the holiday.

18.05 (a) Vacation must be taken at such times as are approved by the Service Centre Supervisor having regard to the need to maintain efficient operation of the warehouse. The total number of employees that will be granted paid leave at the same time cannot exceed four (4) across all shifts in the Service Centre.

If more than two (2) employees submit vacation requests at the same time for the same dates, the request will be considered based on business need using seniority.

In the case of maintainers, only one will be allowed to take vacation at any given time across all shifts.

(b) Vacation Scheduling

By January 31<sup>st</sup>, management will pull all employees in to schedule their vacation subject to the guidelines in 18.04 (a). The process is below:

- (i) Employees will have the opportunity to select 2 weeks' vacation in order of seniority in the first round. If they choose to waive this opportunity, their future vacation requests will be subject to availability, regardless of seniority.
- (ii) Once all employees have had the opportunity to select 2 weeks' vacation in (i), management will do a second and subsequent rounds until all employees have selected weeks of vacation that choose too. The second and subsequent rounds will be done in one week increments by seniority
- (iii) Any employees that decide not to select their vacation completely can request time going forward but will be subject to the time being available in accordance with 18.04 (a).

18.06 Reconciliation will be completed at the end of the calendar year between vacation time taken and vacation pay as percentage of gross wages. Any overpayment will need to be reimbursed according to Article 24.02

**ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 The Company agrees to continue to provide a group insurance and RRSP plan.

The entitlement of any employee to benefits under the plans shall be subject to the terms of the master contract with the insurance carrier.

During the length of the contract the Company has the right to change insurance carriers.

19.02 The Company agrees to maintain employees' benefits during absence for illness up to four (4) months or during a layoff not exceeding thirty (30) days, subject to the terms of the master contract.

## **ARTICLE 20 - NO STRIKES NO LOCKOUTS**

20.01 The parties agree that there shall be no strikes, lockouts, or slowdowns during the term of this Agreement. "Strikes" and "Lockouts" shall be as defined in the Labour Relations Act of New Brunswick.

## **ARTICLE 21 - CONSULTATION PROCESS**

21.01 The Union and the Company agree to meet periodically, and at least quarterly, upon the call of either the National Union Representative or the Service Centre Manager. These Joint Labour Management Meetings shall be a forum to communicate effectively, and to co-operatively discuss and solve workplace issues. Agendas shall be formulated jointly, and the minutes of these meetings taken.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

22.01 (a) In the event of a layoff or proposed layoff of employees resulting from an innovative change in the technology utilized by the Company, the Company will notify the Union three (3) months in advance of the change and upon the request of the Union a meeting will be held to consider and discuss the impact of such change including obligations under the Labour Relations Act, if any.

(b) The Company shall notify the Union and those employees who may be laid off as a result of the change in technology. Such notice shall be given in writing and shall contain pertinent data including:

- the nature of change
- the approximate date of which the Company proposes to effect the change
- the approximate number, type and location of employees likely to be affected by the change,
- the effects the change may be expected to have on the employees' working conditions and terms of employment



(c) An employee whose position becomes redundant shall be given the opportunity to fill any vacancy in the bargaining unit for which he has seniority and, if there is no vacancy, to bump a junior employee working in the bargaining unit. In filling either position, the employee shall be given a trial period of up to thirty (30) days in which to demonstrate his suitability and to retain his employment.

### **ARTICLE 23 - OPERATION OF THE LAW**

23.01 Should any clause, Article or Section of this Agreement be held invalid by operation of the law or found to be in violation of an applicable provincial statute then this Agreement shall be read as if such clause Article or Section did not form a part of this Agreement and all other clauses, Articles or Sections of this Collective Agreement shall continue to apply.

### **ARTICLE 24 – PAYMENT OF WAGES**

24.01 Employees will be paid by direct deposit into their bank account Thursday of every other week.

24.02 In the event of an overpayment to an employee, a repayment schedule that is mutually agreeable to the Company and the Employee will be defined, with bi-weekly payment instalments that would not normally exceed \$100. It is recognized by the parties that in some circumstances the repayment schedule that is agreed to, may exceed this guideline due to the amount of the overpayment but it is agreed that all repayments must be completed within 12 months of the date of the overpayment.

In the event of a pay shortage, if the pay shortage exceeds four (4) hours regular pay and the employee cannot wait until the next pay period, the company will supply a manual check within five (5) working days of the employee advising the Company.

24.03 All newly hired employees covered under this collective agreement must be enrolled biometrically under the Kronos time and attendance system.

### **ARTICLE 25 – INCORPORATION OF LETTERS OF INTENT AND APPENDICES**

25.01 Any Letters of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and a number, and must be signed by authorized representatives of both parties.

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 This Agreement shall continue in full force and effect from October 1, 2019 to September 30, 2022 and from year to year thereafter unless not more than ninety (90) days before the expiry of the terms of successive term either party provides notice to the other of termination or proposed revision of the Agreement. (3 year term)


This Agreement is executed by the parties hereto this 25<sup>th</sup> day of MAY, 2020.


Signed on behalf of the Company,  
CHEP CANADA INC.

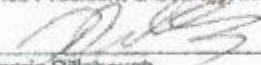
Signed on behalf of the Union  
Unifor and it's Local 4005

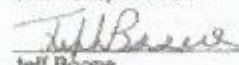
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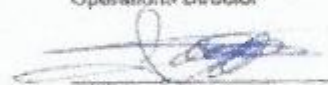
per:


  
Paola Floris  
Vice President & Country, G.M.


  
Mike Maillet  
Chief Shop Steward

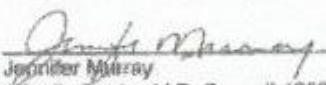
  
Jamie Dillabaugh  
Operations Director


  
Jeff Boone  
Bargaining Committee Member


  
Fabrice Jagut  
Senior Operations Manager

  
Joey Reade  
Bargaining Committee Member

  
Vince DeMartin  
Service Center Manager

  
Jennifer Murray  
Atlantic Region V.P. Council 4000

  
Sebastian Izzo  
Employee and Labour Relations Manager

  
Mike MacMullin  
Atlantic Area Director Unifor

## **APPENDIX 'A' – JOB CLASSIFICATIONS AND WAGE RATE**

Effective October 1st, 2019 - 2% increase

Wage Rate	Start	After Probation
Repair Operator	15.53	19.34
Forklift Operator	19.35	20.79
Leadhand	20.46	21.98
Maintainer	24.40	26.21
Maintenance Lead Hand	24.40	28.55

Effective October 1st, 2020 – 2.1% increase

Probationary Rate	Start	After Probation
Repair Operator	15.53	19.75
Forklift Operator	19.35	21.23
Leadhand	20.46	22.44
Maintainer	24.40	26.76
Maintenance Lead Hand	24.40	29.15

Effective October 1, 2021 – 2.1% Increase

Probationary Rate	Start	After Probation
Repair Operator	15.53	20.16
Forklift Operator	19.35	21.68
Leadhand	20.46	22.91
Maintainer	24.40	27.32
Maintenance Lead Hand	24.40	29.76

Premium Rates	Oct 1st, 2019	Oct 1st, 2020	Oct 1st, 2021
Aft Premium	\$ 0.85	\$ 0.85	\$ 0.85
Midnight Premium	\$ 1.25	\$ 1.25	\$ 1.25
Weekend Premium	\$ 1.25	\$ 1.25	\$ 1.25
Inspection Premium	\$ 1.50	\$ 1.50	\$ 1.50
Upon ratification the below premiums will become effective	Ratification	Oct 1 <sup>st</sup> , 2020	Oct 1 <sup>st</sup> , 2021
Leadhand Premium	\$ 1.00	\$ 1.00	\$ 1.00
Trainer Premium	\$ 1.00	\$ 1.00	\$ 1.00

All Premiums to be paid on regular hours worked.

- Leadhand rate will be \$1.00 per hour higher than the Leadhand rate when the supervisor is not present and they are assuming any of the supervisors responsibilities.
- Trainer premium of \$1.00 per hour on top of employee's rate. The application of the \$1.00 premium for the trainers will be applicable for training periods of 60 minutes or more and will be paid from the commencement of the training period. Training hours to be designated by plant leadership.



September 30, 2016

Mike MacMullin  
National Representative-Unifor  
Atlantic Region

**RE: RECLASSIFICATION OF SHIPPERS POSITION**

The company and the Union agree that due to the reclassification of the shipper's position, the ability to drive forklift will be one of the requirements for any new applicant to this position. The current day and afternoon shift shipper position will be grandfathered and the current roles will continue to exist until such a time those shifts become open for bidding

Thanks,

CHEP Canada Inc.

A handwritten signature in black ink, appearing to read 'Jamie Dillabaugh', written over a light blue horizontal line.

Jamie Dillabaugh  
Director, Operations





**CHEP Canada Inc.**  
50 Roderick Avenue  
MONCTON, NEW BRUNSWICK, CANADA E1 1 0E6  
TEL +1 506 858 8393  
FAX +1 506 858 0372

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March 11, 2020

Mike MacMullin  
11 Ocean Limited Way  
Suite 140  
Moncton, NB  
E1C 0H1

RE: Signing Bonus

The company agrees to a signing bonus of \$500 per employee the next pay following the date of ratification.

Thanks

  
Vince DeMartin  
Manager, Service Center

  
Sebastian Izzo  
Employee/Labour Relations, Manager



**CHEP Canada Inc.**  
80 Hopedale Avenue  
MONCTON, NEW BRUNSWICK, CANADA E1C 1T6  
TEL: 1-800-868-8595  
FAX: 1-506-868-0572

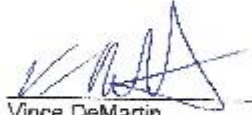
March 11, 2020

Mike MacMullin  
11 Ocean Limited Way  
Suite 140  
Moncton, NB  
E1C 0H1

RE: Weekend Overtime – No Call No Show

Weekend Overtime is a vital part of CHEP Canada business and as such attendance on these shifts is just as crucial. Upon ratification of this collective agreement No-Call-No-Show without a bona-fide reason shall be addressed using progressive discipline process.

Thanks

  
Vince DeMartin  
Manager, Service Center

  
Sebastian Izzo  
Employee/Labour Relations, Manager