

IKWE-WIDDJITIWIN INC.

FROM: April 1, 2018

TO: March 31, 2021

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



IKWE-WIDDJIITWIN INC.

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EXPIRY: MARCH 31, 2021

AGREEMENT BETWEEN:

IKWE-WIDDJIITIWIN INC., in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS, 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 WILL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE AN EFFICIENT OPERATION.

IT IS INTENDED THAT THIS AGREEMENT BE CONSISTENT WITH THE MISSION, STATEMENT, VISION, VALUES AND BELIEFS AND SERVICE DELIVERY PRICIPLES (ATTACHED AS EXHIBIT "A") OF IKWE-WIDDJIITIWIN INC.

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 Ikwe-Widdjiitiwin Inc., employed in the City of Winnipeg, Province of Manitoba, save and except Job Development trainees and management staff normally excluded by the Act.

The parties agree that students employed in the Summer Employment Program and Job Development Trainees will not replace bargaining unit members.

1.02 The Employer agrees to provide the Union with a list of names of its Management/Supervisory personnel with whom the Union may be required to transact business, once each year and written notices of changes in such employees within thirty (30) calendar days of such changes.

1.03 The Employer shall provide to the Union, in January and July of each calendar year, with an electronic Excel list containing the current names, Social Insurance Numbers, employee numbers, addresses, telephone numbers, classifications, departments, status, birthdates and rates of pay of all bargaining unit employees, whenever a written request to do so is received from the Union.

ARTICLE 2 **DEFINITIONS**

2.01 The following terms or words shall mean the following:

- (a) **Full-time Employee**: an employee scheduled to work not less than forty (40) hours per week in five (5) shifts at eight (8) hours.
- (b) **Part-Time Employee**: an employee who **is scheduled to** work and be paid less than of forty (40) hours per week.
- (c) **Casual Employee**: is an employee who may work on an occasional basis to provide coverage **as per sub-article 7.06**. Casual employees will not work so as to displace or prevent the hiring of full-time or part-time employees. A casual employee shall be covered by this Agreement, except as indicated below:
 - 6.01 Probationary Period - casual employee probationary period shall be **sixty (60)** days worked
 - 13.09 Payment of Vacation Pay - casual employees shall be paid vacation pay on each paycheque
 - Article 16 Notice of Layoff/Severance Pay
 - 21.05 Family Responsibility Leave
 - 21.06 Education Leave
 - 21.09 Mental Health Days
 - Article 23 Job Posting
 - Article 31 Jury Duty
 - Article 33 Bereavement Pay
 - A-2 Sick Leave
 - A-4 Employee Benefit Plan
 - A-5 UFCW Retirement Savings Plan
- (d) **Term Employee**: an employee who may be hired to work for a specific limited period of time.
- (e) **Promotion**: the transfer of an employee to a higher level position of more responsibility or salary.

- (f) Demotion: the transfer of an employee to a lower level position of less responsibility or salary. For full-time employees a demotion may also include a transfer to part-time.
- (g) **Layoff**: layoff for an employee shall mean an employee who is dismissed from a normal work week because of lack of work.
- (h) **Masculine or Feminine Gender**: when the feminine is used it shall also mean the masculine gender wherever applicable.
- (i) **Plural or Singular**: when the plural is used it shall also mean the singular, wherever applicable.

ARTICLE 3 NO CONTRACTING OUT

3.01 The Employer shall not contract out **bargaining unit** work beyond what is currently contracted out except that specific functions not normally performed by employees of the **bargaining unit** may be contracted out.

ARTICLE 4 UNION SHOP

4.01 The Employer shall be free to hire employees who are not members of the Union, provided said non-members, whether part-time, **casual** or full-time, **and** shall make application on the official membership application form within ten (10) calendar days from the date of hire.

4.02 The Employer agrees to provide each new employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee **their** responsibility in regard to the payment of **Union** dues and initiation fee, a letter of introduction to the Union (which will be supplied by the Union) and an introduction to **their Shop** Stewards.

4.03 The Employer agrees to forward a copy of Exhibit One, as attached to this Agreement, duly completed to the Union within ten (10) calendar days from the date of hire of the employee, as per **sub-article** 4.02 above. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

4.04 The Employer agrees to provide the Union with a list containing the names of all employees who have **retired, on leave of absence, sick leave or** terminated their employment during the month, if any, at the end of each month.

ARTICLE 5 DEDUCTION OF UNION DUES

5.01 The Employer agrees to 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 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 accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees and name changes of employees and any changes of address or telephone number of any employee covered by this Agreement.

5.02 Each year the Employer will calculate the amount of **Union** dues deducted from the employees' pay and shall indicate the same on the T-4 slip for each employee no later than the last day of February.

5.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the employees covered by this Agreement. Such notice shall be communicated in writing to the Employer at least thirty (30) days prior to the effective date of the change.

5.04 The Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of application of this article.

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any new employee hired by the Employer into a full-time position shall be subject to a probationary period of **ninety (90)** calendar days, or upon completion of **sixty (60)** shifts worked for those being hired into a part-time position. Should a part-time employee be transferred to a full-time position prior to completing their probationary period, the balance of their **sixty (60)** shifts will need to be completed for their probationary period will be considered to have been fulfilled. This probationary period may be extended by mutual agreement between the Employer and the Union. After the first half of the probationary period has been completed the Employer will appraise the employee and will discuss the results with the employee. 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.

6.02 No employee shall, for any reason, be subjected by the Employer to a subsequent or second probationary period other than as outlined in **sub-article 6.01** above.

ARTICLE 7 HOURS OF WORK

- 7.01 (a) Work schedules for full-time employees shall be forty (40) hours per week to be worked in five (5) shifts of eight (8) hours.
- (b) There shall be a minimum of two (2) consecutive days off, unless an employee is going from nights to days, where there shall be a minimum of three (3) days off.
- (c) Subject to **sub-article 9.06 - Eight (8) Hours Rest**, there shall be ten (10) hours off between shifts, unless the employee agrees otherwise.
- (d) The parties agree that from time to time the method of scheduling will require changes in order to accommodate the needs of the employees and the Employer. When changes are contemplated they will be reviewed at a meeting(s) between the Employer and employees, with a view to making the changes by consensus. The Union Representative shall be entitled to attend any such meeting(s).
- (e) Part-time employees will be scheduled on fair rotations based on seniority.

7.02 With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

7.03 In a schedule period in which one (1) general holiday occurs, the basic work schedule for eligible full-time employees who do not work the general holiday shall be reduced by eight (8) hours.

7.04 In a schedule period in which the Employer observes two (2) general holidays, the basic work schedule for eligible full-time employees who do not work the general holidays shall be reduced by sixteen (16) hours.

7.05 A work schedule shall be posted showing the shifts for each employee covered by this Agreement for a period of four (4) weeks. Said schedule shall include whether an employee is working days, evenings or nights and the type of shift they are working (RSW, CSW, cook, etc.). The Employer will continue to provide a legend on the schedule with a description of the abbreviations on the schedule and will update the schedule daily, if necessary.

Available Hours of Work

- (a) For the purposes of applying the rules below part-time and casual employees shall declare in writing their availability and days available to work. Said declared availability will remain in effect until changed, in writing, with one (1) weeks' notice, by the employee. All part time and casual employees hired after **June 14, 2015**, must be available to work a minimum of two (2) shifts during the week (Monday – Friday) and two (2) weekends (Saturday/Sunday) per month.
- (b) A **Central Call-in** will be administered by the Employer. If issues arise regarding the application of the **Central Call-in**, the parties will discuss as early as possible, but not later than the next Joint Labour/Management meeting, in an effort to resolve concerns by amending the **Central Call-in list** process as necessary.
- (c) If the Employer needs a replacement for a sick call, absence, or any change to the existing schedule, the **Central Call-in** shall be notified as early as possible. From the **Central Call-in list**, the Employer will call in employees in order of seniority providing they have the ability and qualifications to perform the normal functions of the job, as per their declared availability. All part-time employees available through the **Central Call-in** will be called prior to available hours being offered to casual employees.
- (d) Full time employees shall **declare their availability** on the **Central Call-in** for the purposes of indicating their willingness to accept overtime shifts if the available hours cannot be filled in any other matter subject with the above.
- (e) If the overtime is still not filled it will be assigned to the most junior employee on the **Central Call-in**. Such assigned work shall, in second and subsequent instances, be rotated throughout the working group in ascending order of seniority within the classification.
- (f) If the Employer has proceed through steps (a) – (e) and there are still no employees available or willing to come into work, the Employer can fill the open shift(s) with staff outside of the bargaining unit.

7.07

Notice Required When Not Reporting To Work

Except in cases of illness or other unforeseen circumstances (circumstances that are not predicted or anticipated) beyond the employee's control, employees will provide the Employer with eight (8) hours' notice when they cannot report for their regular scheduled shift. Failure to provide appropriate notice could result in disciplinary action.

7.08

Employees who arrive late for their shift will be docked pay at fifteen (15) minute segments at their regular rate of pay. If their absence should cause the Employer to pay another employee at overtime rates for the period they had to remain to cover the late employees shift, the late employee shall be docked pay at time and a half (1.5X) their regular rate for fifteen (15) minute segments.

7.09

Payroll Time Sheets

Employees shall record their actual starting times and quitting times on a payroll time sheet. Payroll time sheets will be signed by the employee. The Employer shall provide a copy to the Union upon written request by the Union. There will be only one (1) payroll time sheet. The Employer retains the right, however, to maintain other sign-in and sign-out procedures for other purposes supporting internal policy.

7.10

Vehicle Mileage

Employees who are requested, and consent to use their own vehicles shall be allowed the same as the Province of Manitoba rates in cents per kilometre travelled on Employer business to compensate for this usage. Payment shall be made on proven kilometres based on forms provided by the Employer. When the Province of Manitoba kilometre rates are increased the Employer will adjust the rates retroactive to the date the Provincial rates take effect.

7.11

Emergency Pay

No employee will suffer a loss of pay as a result of being unable to report to work due to a snowstorm only when all public transportation is non operational or if travel is impossible due to the closure of all highways between the employee's home and the workplace.

7.12

Travel Expenses

Employees who are required to travel out of town on behalf of the Employer, will be reimbursed for the following travel expenses, transportation intended for work duties, hotel, meals and incidentals at the rate equal to the Province of Manitoba schedule. A copy of the current applicable rates will be posted in the crisis office for all employees to see.

ARTICLE 8 MEAL AND REST PERIODS

8.01 Employees shall be entitled to meal and rest periods as follows:

Shift of less than three (3) hours	No meal or rest period
Shift of three (3) hours up to and including five (5) hours	One (1) uninterrupted fifteen (15) minute rest period, with pay.
Shift of more than five (5) hours up to and including seven (7) hours	One (1) uninterrupted fifteen (15) minute rest period, with pay, and one (1) uninterrupted one-half (½) hour meal period , with pay.
Shift of more than seven (7) hours up to and including eight (8) hours	Two (2) uninterrupted fifteen (15) minute rest periods, with pay, and one (1) uninterrupted one (1) hour meal period, with pay.
Shift of more than eight (8) hours up to and including ten (10) hours	Three (3) uninterrupted fifteen (15) minute rest periods, with pay, and one (1) uninterrupted one (1) hour meal period with pay.
Shift of more than ten (10) hours up to and including twelve (12) hours	Four (4) uninterrupted fifteen (15) minute rest periods, with pay, and one (1) uninterrupted one (1) hour meal period with pay.

8.02 Meal periods shall start no earlier than two and one half (2 ½) hours nor later than five (5) hours after the commencement of the employee’s shift. There shall be no exceptions to the meal period.

8.03 Rest periods shall not begin until one (1) hour after the commencement of work and less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

8.04 Employees required to work a double shift will be scheduled rest and meal periods for the second shift in accordance with Article **8.01**.

8.05 Should a meal or rest period be required to be rescheduled due to a crisis situation, it will be rescheduled within that shift. Employees who are unable, subject to management approval, to receive their full meal/rest periods within the shift will receive for that portion of their meal/rest period not taken, the applicable time off rate. Employees choosing to remain at their work station during their meal or rest periods to complete work that has not been preauthorized shall not be eligible for overtime pay for such meal or rest period.

8.06 Employees will be allowed to leave the Employer's premises during meal periods, provided there is sufficient staff remaining on duty at the Shelter.

ARTICLE 9 OVERTIME

9.01 Except as provided **sub-article 9.02** below, all authorized time worked in excess of and in conjunction with eight (8) hours per day and forty (40) hours per week shall be compensated for at the rate of time and one-half (1½) for any hours worked after eight (8) hours in a day, or forty (40) hours in a week. All double shifts, that is anything more than twelve (12) hours worked in any day, will be paid for at the rate of two (2X) times the employee's regular hourly rate of pay for the second shift.

Overtime and extra time will be paid in fifteen (15) minute segments or major portion thereof.

9.02 All overtime must be authorized in writing by the Employer. An employee who feels overtime is required must attempt to obtain authorization in advance from the Employer, but where this is not possible, the Employer will not unreasonably refuse to authorize overtime which has been worked.

9.03 Overtime shall be by mutual agreement between the employees and the Employer, with the most senior employee within the classification on shift being requested first if **they** wish to work. Failing mutual agreement, overtime will be offered in accordance with the provisions set out in **sub-article 7.06**, in descending order of seniority within the working group through the **Central Call-in**.

If the overtime is still not filled it will be assigned to the most junior employee on the **Central Call-in**. Such assigned work shall, in second and subsequent instances, be rotated throughout the working group in ascending order of seniority within the classification.

9.04 When possible the Employer agrees that a minimum of twenty-four (24) hours' notice shall be given to all employees requested to work overtime, except in the case of absenteeism or in the event of unforeseen circumstances.

9.05 Employees may choose to receive overtime payment at the appropriate overtime rates, or to receive time off with pay in lieu of overtime pay. Such time off with pay will be given at the appropriate amount of time off. For example, an employee who works four (4) hours of overtime at time and one half (1 ½) would receive six (6) hours time off with pay. The amount of time owed to each employee will be shown on monthly time sheets maintained by Administration and will be available for review upon request.

9.06 Eight (8) Hours Rest - Failure to provide eight (8) hours rest between shifts shall result in the overtime rates being paid for any hours worked during the eight (8) hour rest period that should have been provided. If an employee is working a shift longer than eight (8) hours, then the rest period before the next shift must be at least equal to the length of the employee's shift.

9.07 An employee who is scheduled to work and who does work on a general holiday shall receive double time and one-half (2½) for all hours worked.

9.08 If a general holiday falls on an employee's regularly scheduled day off, employees who qualify for general holiday pay as per **sub-article 10.02** shall receive one (1) day's pay except in the case of part-time employees who will be paid as per **sub-article 10.03**. If the general holiday falls on a day an employee is working, in addition to overtime at time and one half (1½) for working on the general holiday, the employee will receive one (1) day's pay. Such employee may choose to take an alternate day off at a time mutually agreed upon between the employee and the Employer. In such case the one (1) day's pay will be issued when the actual day off is taken.

ARTICLE 10 GENERAL HOLIDAYS

10.01 **The following days shall be recognized and considered as paid General Holidays:**

- | | |
|--|----------------------|
| New Year's Day | Terry Fox Day |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Remembrance Day |
| Victoria Day | Christmas Day |
| National Indigenous Peoples Day | Boxing Day |
| Canada Day | |

10.02 In order to qualify for pay for a general holiday, an employee must comply with all of the following conditions:

- (a) They report for work, if scheduled to work, on the holiday (unless absent by reason of substantiated illness or vacation).
- (b) They were not voluntarily absent from work on their last scheduled shift before **or** the next scheduled shift after the **General Holiday**, or were absent with the Employer's consent.

10.03 Part-time and casual employees shall receive General Holiday pay based on five (5%) percent of their total wages, excluding overtime, in the four (4) weeks immediately prior to said Holiday.

10.04 If a general holiday falls in the month that an employee takes annual vacation leave, the Employer will make every effort to schedule the extra day to coincide with vacation leave. If the extra day cannot be scheduled with the employee's vacation, it will in any event be scheduled within thirty (30) days of the last day of vacation.

10.05 Religious Holidays

When an employee wishes a day off without pay to observe a religious holiday not listed above, or an **Indigenous** event, arrangements shall be made with their immediate supervisor. Employees will be allowed to use accumulated holidays or banked overtime for such days off.

10.06 First Nations Elections

Any employee who is eligible to vote in **First Nations Elections** shall be allowed up to one (1) hour leave with 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.

ARTICLE 11 MINIMUM CALL-IN

11.01 No employees shall be called in to work for less than four (4) hours in any one (1) day. If the employee works less than four (4) hours at the request of the Employer when called in, **they** shall be treated and paid as if **they** had worked four (4) hours on that day.

11.02 Call-ins shall be understood as: when an employee agrees to work scheduled or unscheduled hours, or when the employee is called back to work after shift completion. A call-in does not apply if the employee stays for an extension on a regular scheduled shift.

11.03 Employees shall advise management of a phone number and current address where they can be reached, and/or where messages may be left.

ARTICLE 12 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

12.01 Any employee relieving another employee for a period in excess of one (1) working day or more at a higher paid classification will be paid the higher rate of pay for all regular hours worked retroactive for all time worked.

12.02 When an employee is assigned temporarily by Management to a position paying a lower rate, **their** rate shall not be reduced. This clause shall not apply in the event of a demotion for cause, or in the event an employee requests reclassification to a lower rated position.

12.03 Any employees relieving a person outside the scope of the Agreement for more than **eight (8)** working hours shall receive minimum of two (\$2.00) dollars per hour worked in addition to **their** regular rate of pay for all time worked in excess **eight (8)** consecutive working hours. In no event shall the employee be paid less than four (4) hours at the premium rate of pay once the employee becomes eligible to receive the premium pay. This must be pre-authorized by the Executive Director.

ARTICLE 13 PREMIUM PAYS

13.01 Night Shift Premium

Any employee, who is required to work as an RSW at any time during the hours of 11:00 p.m. and 7:00 a.m. the following day, shall be paid a night shift premium in addition to **their** regular hourly rate of pay in the amount of eighty (80¢) cents per hour for each such hour or portion of an hour worked. Night shift premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

13.02 Evening Shift Premium

Any employee, who is required to work as an RSW at any time during the hours of 3:00 p.m. and 11:00 p.m., shall be paid an evening shift premium in addition to **their** regular hourly rate of pay in the amount of seventy-five (75¢) cents per hour for each such hour or portion of an hour worked. Evening shift premium shall not be added to an employee's hourly rate of pay for the purpose of computing overtime.

13.03 Supervisory Premium

From time to time or on an as needed basis, a premium of one (\$1.00) dollar per hour, for each hour worked, in addition to their hourly rate, shall be paid to an employee who is assigned at the Employer's discretion, to perform additional duties of a supervisory function. At no time will said employee be required to discipline any bargaining unit employees.

ARTICLE 14 VACATIONS WITH PAY

14.01 Any full-time employee who has one (1) year of continuous service, shall receive three (3) weeks' vacation with pay at **their** regular rate of pay. (accrued at the rate of **one point two five (1.25) days per month**)

14.02 Any full-time employee who has five (5) years of continuous service shall receive four (4) weeks' vacation with pay at **their** regular rate of pay. (accrued at the rate of **one point six seven (1.67) days per month**)

14.03 Any full-time employee who has ten (10) years of continuous service, shall receive five (5) weeks' vacation with pay at **their** regular rate of pay. (accrued at the rate of **two point zero eight (2.08) days per month**)

14.04 Any full-time employee who has fourteen (14) years of continuous service, shall receive six (6) weeks' vacation with pay at **their** regular rate of pay. (accrued at the rate of **two point five (2.5) days per month**)

14.05 Notwithstanding **sub-articles 14.01 to 14.04** above, vacation accrual shall be reduced proportionally for the year for employees who are on an unpaid leave of absence of over seventeen (17) consecutive weeks. For purposes of calculation of **sub-articles 14.01 to 14.04**, continuous service shall be deemed to exclude any period of an unpaid leave of absence which exceeds seventeen (17) consecutive weeks. The exception to this would be an employee who is receiving Workers Compensation benefits.

Each employee's entitlement sheets will separately outline:

- (a) What each employee is entitled to for vacation purposes for this vacation year.
- (b) What each employee is accumulating for the upcoming vacation year.

14.06 The Employer agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests to have **their** vacation broken up.

14.07 The Employer agrees to provide to each employee their number of weeks' vacation entitlement by January 2nd of each year to enable employees to write in their preferred vacation time. On March 31st of each year the Employer shall then post a finalized vacation schedule which cannot be changed by the Employer except at the request of the employee, or in the case of an emergency. In the case of employees selecting the same vacation periods, seniority shall govern unless operational requirements require otherwise. Management, after discussion with the employees concerned, shall re-assign another vacation time to the junior employee, by seniority ranking, in consultation with all employees so affected.

14.08 If an employee becomes confined to **their** home or in the hospital due to an illness or injury or qualified bereavement while on vacation, the employee may claim sick days and/or file a claim for Weekly Indemnity or bereavement leave, and the balance of the employee's vacation will be rescheduled, if **they** qualify and receive Weekly Indemnity, or takes **their** sick leave or bereavement leave, following the employee's return to work.

14.09 Paid vacations for full time employees shall not be carried over from year to year unless prior written approval to do so has been received from the Executive Director or **their** designate. If a full time employee does not use **their** available vacation entitlements for that year, the Employer will have the right to schedule the unused vacation on **their** behalf.

14.10 All vacations for full-time and part-time employees shall be granted by seniority ranking, unless operation requirements require otherwise.

In the event employees' seniority dates are the same, vacations will be granted on a fair and equitable basis.

14.11 Payment of Vacation Pay - Part-time employee's vacation pay shall be paid to all part-time employees on the pay cheque immediately preceding the employee's scheduled vacation. If a part time employee does not use all of their vacation entitlements by their anniversary date, the Employer will pay out all remaining vacation entitlements owed to them for that year on the following paycheque.

14.12 Upon written request of the employee, the Employer agrees to grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlement.

14.13 A part-time employee proceeding to full-time employment will be credited with the number of hours calculated during the employee's continuous service with the Employer as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements. A year's credit for vacation entitlements shall mean **2080** hours paid. For example: if a part time employee becomes full time with **six thousand, seven hundred and twenty-five (6725)** hours, the Employer will take **six thousand, seven hundred and twenty-five (6725)** divided by **two thousand and eighty (2080)** – giving the employee **three point two (3.2)** years of credit towards future vacation entitlements.

Any unused vacation entitlements that the part time employee has earned in the previous year will either be paid out to the employee or converted to paid time off to be taken upon mutual agreement with the Employer and the employee.

14.14 Any part-time employee with one (1) year or more service shall receive vacation pay in the amount of six (6%) percent of **their** total gross earnings for the previous twelve (12) months.

14.15 Any part-time employee with five (5) years or more of service shall receive vacation pay in the amount of eight (8%) percent of **their** total gross earnings for the previous twelve (12) month period.

14.16 A part-time employee with ten (10) or more years of continuous service shall receive vacation pay in the amount of ten (10%) percent of **their** total gross earnings for the previous twelve (12) month period.

14.17 An employee terminating employment prior to using **their** annual vacation entitlement shall be entitled to a proportionate amount of vacation pay in lieu of such vacation upon termination.

ARTICLE 15 MANAGEMENT'S RIGHTS AND FUNCTIONS

15.01 The Union recognizes and acknowledges that the Management of the Employer and the direction of the working force rest exclusively with the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) ensure safety and well-being of all clients and staff and maintain order and efficiency
- (b) hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, lay off, recall, suspend, dismiss or discipline any employee for just and sufficient cause, provided that a claim by an employee with seniority that **they** have been dismissed or disciplined without just and sufficient cause may be the subject of a grievance and dealt with as hereinafter provided in the grievance and arbitration Articles of this Agreement;
- (c) make, enforce, and alter, from time to time, reasonable rules, regulations, policies and practices, to be observed by the employees;
- (d) to determine the nature and kind of service to be provided, the equipment and materials to be used, the methods and techniques of work, quantity and quality standards, the assignment of work, the schedules of operations, service and hours of work, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express 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.

15.03 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

ARTICLE 16 WORKPLACE SAFETY AND HEALTH

16.01 The Employer and Union agree to maintain working conditions which are conducive to the safety and health of all employees and to take reasonable steps to correct any conditions that are detrimental to the safety and health of any employees.

16.02 The Employer agrees to provide time off with pay at a minimum of two (2) days per year for the purpose of allowing members of the Health and Safety Committee to attend approved Health and Safety Seminars, and courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed between the Employer and the Union, however, such time off shall not be unreasonably denied. Additional time off without pay shall be granted to members of the Health and Safety Committee if so requested by the Union, providing such additional time off is mutually agreed to between the Employer and the Union. However, such time off shall not be unreasonably denied.

16.03 The Employer agrees to a joint Labour/Management Health and Safety Committee which shall meet monthly, or as mutually agreed upon. The Committee must be comprised of two (2) bargaining unit members chosen by the Union and up to two (2) Management persons.

16.04 A first aid kit shall be supplied by the Employer.

16.05 Right to Refuse

In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report **their** concerns to the Safety 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 work until such time as a person from the appropriate government agency dealing with Safety and Health matters has come to the Employer's operations to inspect the concerns firsthand. During this time period the employee shall continue to be paid even though **they are** refusing to work.

16.06 **Transportation**

The Employer will provide adequate transportation to employees, between their residence and the workplace or vice versa for any employees within the City of Winnipeg, for shifts which commence or end at 11:00 p.m.

16.07 The Employer agrees to provide courses related to employee health, safety, well-being and awareness on the job. Such courses will be re-offered as necessary, and will be provided to all new employees.

ARTICLE 17 NOTICE OF LAYOFF - SEVERANCE PAY

17.01 (a) The Employer **shall** give all affected employees in the bargaining unit notice or pay in lieu of notice of layoff or closure in accordance with 61(2) of the Employment Standards Code C.C.S.M. c. E110, 2018.

(b) In the event that an employee receiving pay in lieu of notice is recalled prior to the pay period from the effective date of layoff, the employee shall reimburse the Employer for the amount of pay corresponding to the unexpired period of the notice as of the date of recall.

17.02 In the event of permanent layoff or closure, any employee who accepts pay in lieu of notice acknowledges termination of employment and gives up any right of recall. However, in the event of an intended permanent closure, and where the Shelter eventually reopens, **sub-article 23.04 (c)** will apply and all employees will have the right to recall.

17.03 Employees on layoff must keep the Employer informed of their current address and telephone number.

17.04 New employees shall not be hired into a classification affected by layoff until any employees laid off from that classification, with subsiding rights of recall, have been given an opportunity of recall. Employees on layoff with the right of recall shall be notified of all job postings prior to external posting.

17.05 **Sub-article 17.01** does not apply in the event of a layoff created by force majeure.

17.06 Affected employees will be given two (2) pay periods notice in writing, prior to the deletion of any position.

ARTICLE 18 PAYMENT FOR MEETING ATTENDANCE

18.01 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such a meeting shall be considered as time worked. Minimum payment for such attendance shall be three (3) hours paid, however, the Employer may elect to schedule such employees for a three (3) hour shift with the intention of scheduling staff development within the three (3) hour period. In that case, the expectation is that the employee shall remain in attendance for the entirety of the three (3) hour period. If a shift of work is scheduled following or prior to the staff meeting it shall be considered as hours worked in the same day and all hours shall be subject to the overtime provisions of the Collective Agreement.

18.02 No employee may be required to attend non-job-related meetings outside of their regular hours of work, within or outside of the City of Winnipeg.

18.03 Employees shall be reimbursed for expenses in accordance with current expense guidelines and practice if required to attend meetings outside the City of Winnipeg.

ARTICLE 19 STRIKES AND LOCKOUTS

19.01 The Union agrees that during the life of this Agreement there shall be no strikes, picketing, slowdowns, or stoppages of work, either complete or partial; and the Employer agrees that there shall be no lockouts.

ARTICLE 20 UNION REPRESENTATIVE'S VISITS

20.01 A duly authorized full-time Union Representative of the Union shall be entitled to visit the Shelter in accordance with **sub-article 20.02** for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Collective Bargaining Agreement are being implemented.

20.02 A duly authorized full-time Union Representative of the Union shall be entitled to enter the Shelter upon receiving authorization from Management of the Shelter when attending at the Shelter. Any representatives of the Union will sign the "outside agency personnel oath of confidentiality" upon their first visit to the shelter. The authorization shall be requested at least one (1) hour prior to attending at the Shelter. If the Union Representatives visit is to begin after the management have left for the day, such authorization needs to be requested before **4:00 p.m.** the same day. It is understood that permission to enter the Shelter shall not be unreasonably denied.

20.03 It is the intent of the Union that only full-time female representatives of the Union will enter the Employer's premises.

ARTICLE 21 SHOP STEWARDS

21.01 The Employer agrees to recognize two (2) Shop Stewards and one (1) Alternate Shop Steward for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to their direct supervisor. Nothing in this **Article** prevents an employee from going directly to the Union Representative, who may present complaints and grievances to the direct supervisor.

21.02 The Employer shall not discriminate against any **employee** of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

21.03 **No Harassment or Discrimination**

The Employer agrees there shall be no discrimination or harassment in the workplace based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status.

The above paragraph does not apply when the discrimination is based on bona fide and reasonable requirements or qualifications. It is understood and agreed that it is a bona fide and reasonable requirement or qualification for this Employer to employ **Indigenous** females only.

The Employer's "No Harassment" policy shall form part of this Agreement and is attached as Appendix "C" of this Agreement. In addition, the "No Harassment" policy will be posted in the workplace, with copies given to all employees.

21.04 The Union and the Employer agree that qualified **Indigenous** women will be hired, where possible. However, from time to time **non-Indigenous** people may be hired to fill a particular job or function for which a need has been identified. In such circumstances the Union will be consulted and informed.

21.05 **Orientation**

The Employer will permit one (1) **Shop Steward**, thirty (30) minutes paid time at regular rates to meet with new employees and review and discuss the Collective Agreement and answer any questions new employees may have regarding the Union. Said orientation will take place in the crisis office within thirty (30) days of an employee's start date. This orientation will not interfere or interrupt services, safety and/or security of clients or other staff.

ARTICLE 22 **LEAVES OF ABSENCE**

22.01 **Union Conventions/Seminars**

Upon written request to the Employer, an employee elected **and/or** appointed to represent the Union at conventions, schools or seminars, shall be allowed **a** leave of absence, providing reasonable operations requirements permit; and no more than one (1) employee (or two (2) by mutual agreement) is absent at any one **(1)** time.

22.02 **Education Leave**

Employees are encouraged to attend educationals, seminars and training workshops that can assist them in their work and personal lives.

Leaves of absence without pay for the purpose of employees upgrading themselves on job-related courses, through universities, colleges or night classes may be granted by the Employer. In such instances the Employer may pay the cost of tuition and required books, if the employee passes the course and if the funds to cover such costs are not otherwise supplied or available. Employees will also make every effort to exhaust all reasonable sources prior to requesting the reimbursement from the Employer (e.g. – **Manitoba Metis Federation (MMF)**, Registered Bands, **and Canadian Aboriginal Human Resources Department (CAHRD)**).

Should the Employer provide an employee with the cost of tuition and required books, said employee will be required to remain an employee of IKWE for a minimum of one (1) year, upon completion of their course.

Where qualifications for positions are amended such that additional education and training is required, the Employer agrees to work with the Union to explore all reasonable means to facilitate that upgrading, and to ensure that the incumbent employees are not unduly negatively affected by such change.

22.03 **Negotiations Leave**

The Employer agrees to allow a maximum of two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

22.04 An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all pay and benefits payable to the employee by the Employer during the period of absence. The Employer shall invoice the Union for said costs every thirty (30) days, and the Union shall pay costs within thirty (30) days of receipt of invoice.

22.05 **Personal Leave**

An employee may request an unpaid leave of absence for good and sufficient cause up to a maximum of one (1) year. Such requests shall be in writing, and approval by the Employer shall not be unreasonably withheld.

22.06 **Mental Health Days**

Mental Health Days are three (3) days per year, with pay, to be used by employees with prior notification to the Director. This leave shall accrue at a rate of two (2) hours per full calendar month worked, and shall be prorated for part-time employees. Such accrual shall occur in one calendar year, to be utilized in the subsequent calendar year. For additional time required, employees may choose to access their banked overtime or their current years' vacation by mutual agreement between the Employer and the employee. A further two (2) days without pay may be taken by the employee. Employees utilizing Mental Health Days will provide the Employer with advance notice, if possible.

22.07 **Personal Leave Day – Full-Time**

Any full-time employee who has one (1) year of continuous service will be allowed one (1) additional day off, with pay, per year, in addition to the number of days indicated in **sub-articles 22.06** and **sub-article 22.11** above.

22.08 **Personal Leave Day – Part-Time**

All part-time employees **who have one (1) year of continuous service** will receive days off as outlined in **sub-articles 22.06, 22.07** and **22.11** on a pro-rated basis, based on the number of hours worked.

22.09 **Maternity Leave**

A female employee who has completed her probationary period shall be granted a maternity leave of absence without pay. Said employee shall be re-employed by the Employer after the birth, and must do so 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 two (2) weeks' written notice in advance of the day she intends to return to work.

The employee shall be re-employed in her original position, at the prevailing rate of pay, without loss of seniority or any benefits, after she returns to work.

Accumulated sick leave benefits, required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as other sick leave benefits are granted.

Parental leave is defined as time off for natural mothers, adoptive parents or any employee assuming care and custody of a child.

22.10 **Parental Leave**

(A) **Entitlements**

Every employee

- (a) who,**
 - (i) becomes the natural parent of a child, or**
 - (ii) adopts a child under the law of a province; and**
- (b) who has completed their probationary period and**
- (c) who submits to the Employer an application in writing for parental leave where possible at least two (2) 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 will decide when their parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

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

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

(D) **Reinstatement of Employee**

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

(E) **Benefits provided for in this sub-article are in addition to any and all maternity leave benefits that are available to an employee.**

(F) Accumulated sick leave benefits, required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as other sick leave benefits are granted.

22.11 Family Responsibility Leave

In the event an employee finds it necessary to attend a situation of urgent family illness, fire, flood or other similar emergencies, relating to their spouse, parent or child (including common law spouse **and same sex partner** and child or parent of a spouse, **same sex partner** or common law spouse) the employee may request, and if so, may be granted a leave of absence. Employees will give as much advance notice as possible of the need for a leave of absence, and the Employer will make reasonable effort to approve the leave.

Leave as noted above shall be with pay for up to three (3) days per calendar year. This leave shall accrue at a rate of two (2) hours per full calendar month worked, and shall be prorated for part time employees. Such accrual shall occur in one **(1)** calendar year, to be utilized in the subsequent calendar year. For additional time required, employees may choose to access their banked overtime or their current years' vacation by mutual agreement between the Employer and the employee.

Where qualifications for positions are amended such that additional education and training is required, the Employer agrees to work with the Union to explore all reasonable means to facilitate that upgrading, and to ensure that the incumbent employees are not unduly negatively affected by such change.

22.12

Compassionate Care Leave

In the event an employee has a family member (spouse, child, parent, including common law spouse **or same sex partner** and child or parent of a spouse, common law spouse **or same sex partner**), who requires compassionate care [as defined within this section], employees may request time off for compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed **twenty-eight (28)** weeks in total, in accordance with the following:

- (a) The employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) The employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) The employee may take no more than two (2) periods of leave totaling no more than **twenty-eight (28)** weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For the employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate was issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (iii) the family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) The Employer will provide the paperwork necessary for employees to access Employment Insurance funds.
- (f) In the event that the death of the family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in **sub-article 34.01** of this **Collective Agreement**.

Domestic Violence Leave

The meaning of Domestic Violence is set out in *The Domestic Violence and Stalking Act*. Under the definition, Domestic Violence is:

- (a) an intentional, reckless or threatened act or omission that causes bodily harm or property damage;
- (b) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;
- (c) conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;
- (d) forced confinement;
- (e) sexual abuse.

The *Domestic Violence and Stalking Act* describes situations of Domestic Violence as instances of violence that occur by one (1) person against another person who:

- (a) lives or has lived with him or her in a spousal, conjugal or intimate relationship;
- (b) has or had a family relationship with him or her, in which they have lived together;
- (c) has, or previously had, a family relationship with him or her, in which they have not lived together;
- (d) has or had a dating relationship with him or her, whether or not they have ever lived together;
- (e) is the other biological or adoptive parent of his or her child, regardless of their marital status or whether they have ever lived together.

An employee who is a victim of Domestic Violence and has worked for the same employer for at least ninety (90) days is entitled to the leave.

Employees can use Domestic Violence Leave to:

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the Domestic Violence;

- (b) obtain services from a victim services' organization;**
- (c) obtain psychological or other professional counselling;**
- (d) temporarily or permanently relocate to a safe place;**
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the Domestic Violence.**

There are two (2) parts to Domestic Violence Leave. One part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid for up to five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages they would normally earn for their regular hours of work.

Employees must be paid at least the wages they would normally earn for their regular hours of work on that day. Employees whose regular hours of work or wages vary are entitled to be paid five (5%) percent of their total regular wages, excluding overtime, in the four (4) weeks immediately prior to the day of leave.

The Employer can use paid sick leave benefits for the paid days of the Domestic Violence Leave.

When an employee takes part of a day for Domestic Violence Leave, the Employer may count that as a full day of the leave. The Employer does not have to accommodate an employee taking the leave in part days, as long as the Employer allows the employee to take the leave.

When taking paid days, employees must provide reasonable verification of the need for the leave. The Employer may request verification from the employee for unpaid days of leave.

Employees must give the Employer as much notice as is reasonable and practicable in the circumstances.

Employees must provide reasonable verification of the need for the leave when taking paid days. The Employer may also require an employee to provide verification for unpaid days of leave. Reasonable verification will be different from case to case. The intent is to confirm the employee is taking the leave to deal with a specified purpose related to the Domestic Violence.

The employee will tell the Employer they are needing to take a leave. The Employer will need enough detail to show the time off work meets the requirements of the leave. When employees request time off, the employer should ask whether they are advising of a leave available under *The Employment Standards Code* or asking for approval for time off. The Employer does not control when employees can take a leave provided by law, but they do control other types of time off work.

Employees can end the leave earlier than seventeen (17) weeks if they give the employer at least two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

The Employer cannot terminate or lay off employees for taking or requesting a leave.

The employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay.

Employees who have been refused by the Employer may file a grievance.

There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on a seniority. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employment is considered continuous during a legislated leave of absence from work. This means an employee is still employed, though not earning wages for the period of the leave. When employees return from the leave, they are still entitled to any pension and other benefits they had before the leave. As well, their years of service include the time away on the leave.

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

Unless it is required by law or the employee has given consent, the Employer cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

22.14 Long Term Leave For Serious Injury Or Illness

Employees who have been employed for at least ninety (90) days' and are suffering from a serious injury or illness which will prevent them from being at work for at least two (2) weeks shall be entitled to this leave, without pay.

Employees are entitled to take Long-Term Leave for serious injury or illness for up to seventeen (17) weeks in a fifty-two (52) week period. The leave must be taken in one (1) continuous period unless mutually agreed between the Employer and employee.

For an employee to be eligible for the leave, a Medical Professional must issue a certificate to verify that the employee is expected to be incapable of being at work for at least two (2) weeks due to a serious illness or injury. The medical certificate shall be provided to the Employer as soon as possible.

Employees may end their leave earlier than seventeen (17) weeks if they give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. The Employer and employee may agree to a different schedule for returning to work.

The Employer may require a medical certificate to confirm that the employee is fit to return to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

22.15 Critical Illness Leave of a Child

An employee who is a family member of a critically ill child under 18 years old who has worked for the Employer for at least thirty (30) days is entitled to the leave.

Employees can take up to thirty-seven (37) weeks of leave within a fifty-two (52) week period to provide care or support to a critically ill child under eighteen (18) years old.

The definition of a critically ill child is a child under eighteen (18) years old with a life-threatening illness or injury. This is the same as the definition used in the regulations under the Federal Government's Employment Insurance Act.

The Employer is not required to pay wages to employees while on leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can, give greater benefits than those provided for in the legislation. However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

The need for this type of leave is unpredictable. When possible, the employee must give at least one (1) pay period of notice before the leave and provide the Employer with a doctor's certificate as soon as possible.

Employees must provide the Employer with a doctor's note indicating that the family member is critically ill and requires the care or support of the employee for a specified amount of time. Employees are still entitled to the leave even if they are unable to give notice.

The employee will tell the Employer they are needing to take a leave. The Employer will need enough detail to show the time off work meets the requirements of the leave. When employees request time off, the Employer should ask whether they are advising of a leave available under *The Employment Standards Code* or asking for approval for time off. The Employer does not control when employees can take a leave provided by law, but they do control other types of time off work.

If the child remains critically ill after the fifty-two (52) week period that the leave was taken in, an employee can take the leave again. The eligibility requirements would remain the same.

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

Unless the employee and Employer agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer written notice of at least one (1) pay period.

The employee should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay. There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on a seniority. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees who have been refused by the Employer can file a grievance.

Unless it is required by law or the employee has given consent, the Employer cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

22.16 Critical Illness Leave of an Adult

An employee who is a family member of a critically ill adult who has worked for the Employer for at least ninety (90) days is entitled to the leave.

Employees can take up to seventeen (17) weeks of leave within a fifty-two (52) week period to provide care or support to a critically ill adult. Employees can take the leave in one (1) or more periods, however, each period must be at least one (1) week long.

The definition of a critically ill adult is a person 18 years old or more with a life-threatening illness or injury. This is the same definition used in the regulations under the Federal Government's Employment Insurance Act.

The Employer is not required to pay wages to employees while on leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can give greater benefits than those provided for in the legislation. However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

The need for this type of leave is unpredictable. When possible, employees must give at least one (1) pay period of notice before the leave and provide the Employer with a doctor's certificate as soon as possible.

Employees must provide their Employer with a doctor's note indicating that the family member is critically ill and requires the care or support of the employee for a specified amount of time. Employees are still entitled to the leave even if they are unable to give notice.

The employee will tell the Employer they are needing to take a leave. The Employer will need enough detail to show the time off work meets the requirements of the leave. When employees request time off, the Employer should ask whether they are advising of a leave available under *The Employment Standards Code* or asking for approval for time off. The Employer does not control when employees can take a leave provided by law, but they do control other types of time off work.

If the adult remains critically ill after the fifty-two (52) week period that the leave was taken in, the employee can take the leave again. The eligibility requirements would remain the same.

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

Unless the employee and Employer agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer written notice of at least one (1) pay period.

The employee should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay. There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on a seniority. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees who have been refused by the Employer can file a grievance.

Unless it is required by law or the employee has given consent, the Employer cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

Death or Disappearance of a Child Leave

Employees who have worked for the Employer for at least thirty (30) days, and are a parent of child under eighteen (18) years old who has disappeared or died as a result of a crime under the *Criminal Code*, are entitled to this leave.

For these leaves, a “parent” is defined as:

- (a) a parent of a child;
- (b) the spouse or common-law partner of a parent of a child;
- (c) a person with whom the child was placed for the purposes of adoption;
- (d) the guardian or foster parent of a child; or,
- (e) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

The leave is available for employees for up to fifty-two (52) weeks if they are a parent of a child who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks. Employees can take the leave without the fear of job loss.

Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.

The Employer is not required to pay wages to employees while on leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can give greater benefits than those provided for in the legislation. However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

The need for this type of leave is unpredictable. Employees must give at least one (1) pay period of notice before the leave and provide the Employer with reasonable verification of the need for the leave as soon as possible.

Employees are still entitled to the leave even if they are unable to give notice.

Employees will tell the Employer they are needing to take a leave. The Employer will need enough detail to show the time off work meets the requirements of the leave. When employees request time off, the Employer should ask whether they are advising of a leave available under *The Employment Standards Code* or asking for approval for time off. The Employer does not control when employees can take a leave provided by law, but they do control other types of time off work.

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

Unless the employee and Employer agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer written notice of at least one (1) pay period.

Employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay. There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on seniority. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees who have been refused by the Employer can file a grievance.

Unless it is required by law or the employee has given consent, the Employer cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

22.18 Organ Donation Leave

Employees who have worked for the Employer for at least thirty (30) days qualify for this leave. Employees must provide a certificate from a doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

The need for this type of leave can be unpredictable. Employees must give the Employer as much written notice as possible and a certificate from a doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.

The leave is up to thirteen (13) weeks. The employee can take leave for the period of time stated in the doctor's certificate. Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, if a doctor provides another certificate stating the time period needed to finish recovering.

The Employer is not required to pay wages to employees while on leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can give greater benefits than those provided for in the legislation. However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

Employees who wish to return to work before their leave has ended must give the Employer written notice of their intent at least one (1) pay period before the day they wish to end the leave.

Employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay. There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on a seniority system. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees who have been refused by the Employer can file a grievance.

When it comes to how much notice the Employer or employee has to give upon termination, the amount of time spent on the leave has to be included in determining the length of service.

The leave does not affect the amount of vacation time an employee is entitled to, as the time spent on leave is included in the employee's length of service.

Employment is considered continuous during a legislated leave of absence from work. This means an employee is still employed, though not earning wages for the period of the leave. When employees return from the leave, they are still entitled to any pension and other benefits they had before the leave. As well, their years of service include the time away on the leave.

Unless it is required by law or the employee has given consent, employers cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

22.19 Citizenship Ceremony Leave

Employees who have worked for the Employer for thirty (30) days qualify for this leave.

Employees may take up to four (4) hours of unpaid leave to attend their citizenship ceremony and receive their certificate of citizenship, as provided for under the *Citizenship Act*.

Employees who wish to take leave for a citizenship ceremony must tell the Employer at least fourteen (14) days before the ceremony or, if fourteen (14) days is not possible, as much notice as is reasonable in the circumstances.

The Employer is not required to pay wages to employees while on Citizenship Ceremony Leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can give greater benefits than those provided for in the legislation.

Employees must tell the Employer what type of leave they are taking. The Employer will need enough detail to show the time off meets the requirements for a statutory leave.

If an employee requests time off, the Employer should ask whether they are advising of a leave available under *The Employment Standards Code* or requesting permission for unpaid time off. The Employer does not control when an employee can take a statutory unpaid leave, but they do control other types of time off.

Unless it is required by law or the employee has given consent, the Employer cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

Reservist Leave

Members of the Canadian Forces Reserves who have worked for the Employer for seven (7) consecutive months, who are absent from work for the purpose of service, qualify for Leave for Reservists. Both active duty and training are included in service

Employees who take leave from their employment for the purpose of service must be reinstated to the position, or a similar position with no less wages or benefits they had before the leave. The Employer cannot lay off or terminate an employee who takes this leave.

The Employer is not required to pay wages to employees while on leave. For all leaves, the legislation only requires the Employer to provide the time off and allow employees to return to their job when the leave has ended. The Employer can give greater benefits than those provided for in the legislation. However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

While employees are on unpaid leave, the employment is deemed to be continuous. When they return, they continue to be entitled to any benefits they had before the leave and their years of service would include the time away on the leave.

Employees can take unpaid leave for as long as they continue to serve. There is no restriction on the length of the unpaid leave. There are no restrictions on the how often a Reservist can go on leave.

Once employees have been employed with the Employer for seven (7) consecutive months, they are entitled to the leave and can use it to serve the Reserves.

Employees must provide, in writing, as much notice as reasonable and practicable in the circumstances. The Employer may request a certificate from an official in the Reserves confirming the employee is a member of the Reserves, is required for service, and where possible, the start and end dates for the period of service.

Employees will tell the Employer they are needing to take a leave. The Employer will need enough detail to show the time off work meets the requirements of the leave. When employees request time off, the Employer should ask whether they are advising of a leave available under *The Employment Standards Code* or asking for approval for time off. The Employer does not control when employees can take a leave provided by law, but they do control other types of time off work.

Reservists who have taken a leave must provide the Employer, in writing, notice of their return date. The Employer can defer the reservists return to work for up to two (2) weeks, or one (1) pay period, whichever is longer.

Employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay. There may be some situations where the Employer does not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the Employer shut down part of their operations and reduced their workforce based on seniority. The Employer must show the leave has no impact on the decision to lay-off or terminate the employment.

Employees must be allowed to return to their job, or comparable job, with the same or greater pay and benefits when they return from leave. Employees who have been refused by their employer can file a grievance.

When it comes to how much notice an employer or an employee has to give upon termination, the amount of time spent on the leave has to be included in determining the length of service.

The leave does not affect the amount of vacation time an employee is entitled to, as the time spent on leave is included in the employee's length of service.

Unless it is required by law or the employee has given consent, employers cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

22.21 The maintenance of employee benefit plans during a leave of absence for which there is no pay shall be conditional upon the by-laws of the plans concerned and upon payment of the full cost by the employee.

22.22 Employees on approved leave of absence from the Shelter must keep the Employer informed of their contact address and phone number while on such leave of absence.

22.23 The requesting and granting of leaves of absence shall be in writing. The Employer agrees the granting or denial for Union business shall be in writing within three (3) working days of the request. The Employer agrees the granting or denial for all other leaves shall be in writing no later than two (2) weeks of the request.

ARTICLE 23 SENIORITY

23.01 Seniority is defined as the length of continuous service in the bargaining unit and service with the Employer prior to the certification or recognition of the Union, from the latest date of hire. Seniority shall operate on a bargaining unit-wide basis.

23.02 Seniority shall accumulate during all paid leaves of absence and during all unpaid authorized leaves of absence.

23.03 The Employer shall maintain a seniority list for full-time, part-time **and casual** employees showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, seniority shall be in accordance with the date of application for employment and in the event two (2) or more employees also applied for employment on the same date, seniority shall be determined alphabetically by surname. An up-to-date seniority list shall be **faxed or emailed** to the Union and posted in January **and July** of each **calendar** year.

Full-time employees will have seniority over all part-time employees. Part-time employees will have seniority amongst other part-time employees. Full-time and part-time employees will be senior to all casual employees.

When a part time employee becomes full time, they will receive a full-time seniority date and be moved to the full-time seniority list in accordance with that new date. If a full time employee reverts back to part time, they will revert back with their original part time seniority date prior to them moving to full time. Vacation entitlements will be calculated as per **sub-article 14.13**.

23.04 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through the Grievance and Arbitration procedure of this Agreement;
- (b) voluntarily quits, resigns, or retires;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after layoff and does not return to work within five (5) calendar days of receiving a registered letter to the last address **they** gave the Employer, unless satisfactory reason has been given to the Employer, within the above mentioned five (5) calendar days;

- (d) is absent from work without a written leave of absence for more than **five (5) scheduled** days, unless a satisfactory reason is given by the employee; sickness or 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.

23.05 Seniority shall govern in all cases of promotion, demotion, transfer, layoff, recall of laid off employees, reductions from full-time to part-time, relieving in a higher paid classification, assigning of part-time hours providing the senior employee has the ability and qualifications to perform the normal functions of the job.

23.06 The Employer may give consideration for promotion or transfer to applicants who do not possess the required qualifications, but who may reasonably be expected to obtain the required qualifications prior to assuming the position.

23.07 No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred or promoted outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. At the election of either the Employer or the employee, the employee may request or be required to return to **their** former position in the bargaining unit, at any time during **their** trial period, which shall be a maximum of ninety (90) calendar days.

23.08 **Part-time and casual employees may lose their seniority and be removed from the Central Call-in list if they have worked zero (0) hours for a period of three (3) consecutive months, except if the employee is absent by reason of sickness, accident or authorized leave of absence.**

ARTICLE 24 JOB POSTING

24.01 **Within fourteen (14) calendar days of an existing position being vacant or new position being created,** the Employer shall post notice of the position on the staff bulletin board for at least seven (7) calendar days. The Employer agrees to provide in writing, on the job posting, the dates employees will have to apply for the job as outlined above.

Such notice shall include the job title of the vacant **or new** position, wage rates, the date the **position shall** be filled, whether full-time or part-time and the range of hours if part-time, and a copy of the job description.

All employees within the bargaining unit shall have the right to apply for any vacant **or new** position. Where there are no internal applicants with the ability and qualifications to perform the normal functions of the job, subject to **sub-article 23.06**, the Employer retains the right to post externally and consider external candidates.

In the event of a part-time entrance level position becoming vacant, the posting procedure outlined in this Article may be waived by mutual agreement of the Employer and the Union.

The Employer agrees to award the new job within seven (7) days following the end of the posting.

The Employer agrees to fill the position within twenty-one (21) calendar days of the job being awarded.

Shop Stewards shall be allowed to fax or email a copy of the job postings to the full-time Union Representative at the same time that it is posted.

24.02 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the staff bulletin board **and a faxed or emailed to the Union Office.**

24.03 **Trial Period**

An employee selected to fill a vacant position shall serve a trial period of forty-five (45) calendar days (in the case of appointment to a part-time position, a period of thirty (30) shifts) to commence on the first day of work in the new position. At any time during, or at the conclusion of the trial period, at the election of either the Employer or the employee, the employee may request or be required to return to the position **they** occupied prior to **their** appointment. Any other employee promoted or transferred because of the employee's initial appointment shall also be returned to **their** former position.

24.04 **Temporary Position**

A temporary position shall include any job that has been created or vacated for a specific pre-determined period of time and shall not exceed ninety (90) calendar days in duration. A temporary position shall include any such job that has been created or vacated due to the absence of an employee. Any such temporary position shall be filled at the Employer's discretion from existing bargaining unit employees who are interested in performing such work, before hiring a new employee. Employees who are assigned to a temporary position shall revert to their previous classification and job functions at the same time as the temporary position expires. Any temporary

position that exceeds the agreed to duration shall, at the same time, cease to be a temporary position and shall automatically be posted for bids as a vacancy, new position, or term position, and shall be filled in accordance with the provisions contained in sub-article 24.01 of this Agreement. After a temporary position has been completed, the same position shall not be created again for a period of ninety (90) calendar days unless prior written approval is provided by the Union.

The Shop Stewards and Union Representative shall be notified at the time the temporary position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the vacancy.

24.05 Term Position

A term position shall include any job that has been created, or vacancy that shall exist for a specific pre-determined period of time in excess of ninety (90) calendar days in duration. A term position shall include any such job that has been created due to the absence of an employee. Employees who are assigned to a term position shall revert to their previous classification and job functions at the same time as the term position expires. Any term position that exceeds two (2) calendar years shall cease to be a term position and shall automatically be posted for bid as a vacancy or new position and shall be filled in accordance with the provisions contained in sub-article 24.01 of this Agreement. The Shop Stewards and Union Representative shall be notified at the time the term position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the vacancy.

24.06 Indefinite Term Positions

Where the Employer deems a term position to be of an indefinite length, e.g., due to the need to replace an employee on sick leave where an end date cannot be determined at the beginning of the term, the term shall be posted as "indefinite term". Employees returning from this leave shall provide the Employer with as much notice as possible of the date of return. The employee occupying the indefinite term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the employer, minus one day.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.01 The provisions of the Labour Relations Act of the Province of Manitoba respecting technological change shall apply.

ARTICLE 26 WAGES/NEW CLASSIFICATIONS

26.01 Wages shall be as indicated in Appendix "B" of this Agreement.

26.02 **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.**

26.03 (a) The Employer shall pay wages bi-weekly. Each employee shall be provided with an itemized statement of **their** wages, overtime and other pay and deductions.

(b) Paydays shall be every second Thursday. Where a payday falls on a general holiday, cheques/**deposits** will be made available one (1) day prior to the general holiday.

(c) The work week shall be Sunday to Saturday, with the cut-off time for calculation of earned wages and preparation of pay to be every second Saturday at 11:59 p.m.

26.04 Employees will be paid by way of a direct deposit system for payroll purposes. Employees will have the option of having their pay cheques deposited to the financial institution of the employee's choice. Employees will provide one (1) full pay period notice to the Employer when providing notice of a change in banking information. The Employer shall correct any payroll errors greater than one hundred (\$100.00) dollars within twenty-four (24) hours of the error being verified. Errors less than one hundred (\$100.00) dollars shall be corrected on the next pay.

26.05 Provided an employee gives at least two (2) weeks' prior notice to the Employer, the employees will be paid their full vacation pay on the cheque/**deposit** prior to the commencement of the employee's vacation.

26.06 Previous Experience Credit

New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates. New or rehired employees shall be provided a previous experience credit and Step 3 would be their start rate.

ARTICLE 27 COURT'S DECISION

27.01 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Equity, 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 28 DISCIPLINE

28.01 In the event that the Employer deems disciplinary action necessary, the Employer will first contact the Union Representative and advise them of the meeting that will take place. The Union Representative will choose to attend the meeting or ask a Shop Steward to attend on their behalf. In some cases, both the Union Representative and the Shop Steward may be in attendance at the meeting.

28.02 In order for disciplinary action or discharge to be valid, the **Shop Steward** or Union Representative, shall be present when **an employee** of the bargaining unit:

- (a) is given a **discipline** which is to be entered on the employee's personnel file;
- (b) is suspended or discharged. In unusual circumstances where it is necessary for the Employer to advise the employee by mail of discharge, the Union office will be **faxed or emailed** a copy of such notice.

All discipline must be given within a reasonable period of time.

28.03 All disciplinary meetings will be held in private. Employees will be given a copy of such **discipline** which is to be extended on the employee's personnel file at the time of the disciplinary meeting.

It is understood that the employees' signature on a disciplinary notice indicates receipt of the notice only.

If the Employer is unable to contact the employee directly, a registered letter sent to the employee's last known address will suffice.

28.04 In order for a disciplinary action or discharge to be valid, a copy must be provided to the member in writing, and faxed or emailed to the Union office within one (1) working day.

28.05 The Employer agrees that **disciplinary notices** shall be removed from the employee's personnel file after **eighteen (18)** months, unless there were same or similar issues within the **eighteen (18)** month period or unless the discipline was for

harassment under Appendix "C" of this Collective Agreement. Said **disciplinary notices** cannot be used against the employee at a later date. This time period of **eighteen (18)** months shall not include periods of layoff or periods of leaves of absence without pay.

28.06 **Access to Employee's Personnel File**

Employees covered by this Agreement may have visual access to their own personnel file, upon written request by the employee involved, without giving a reason for the review. It is understood that employees shall be able to write notes for their own use while reviewing their own personnel file. Upon written request, the employee shall also receive an exact copy of such document. In addition, a copy of an employee's reply to any document contained on **their** file shall be placed in the employee's personnel file. The employee's reply to a document shall be removed if the document is removed from the personnel file. All documents shall be made available in one file. Management shall make themselves available to attend this review during the employees own time.

28.07 Management maintains the right to investigate direct information arising out of an exit report, and act on any evidence arising there from.

ARTICLE 29 **ADJUSTMENT OF GRIEVANCES**

29.01 Any complaint, disagreement or difference of opinion between the Employer, 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. A Shop Steward shall be involved in all such discussions.

At each step of the grievance procedure the grievor shall have the right to be present.

29.02 **Steps of the Grievance Procedure**

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

29.03 All grievances shall be submitted in writing.

29.04 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Discussion Step: The aggrieved employee or employees shall first attempt to resolve the issue through discussion with their immediate supervisor. Should the issue not be resolved, the issue shall proceed to Step One of the Grievance Procedure.

Step One: By a discussion between the employee and/or the Union Representative with the employee's immediate superior.

- (a) When an employee takes a grievance to the Union Representative, Step One of the grievance procedure shall be complied with, providing the Union Representative files the grievance in writing with the Executive Director or **their** designate. The Executive Director or **their** designate shall reply to the grievance in writing within five (5) calendar days to the Union. If after five (5) calendar days a satisfactory settlement has not been reached, the Union Representative may proceed to Step Two.
- (b) If an employee takes a grievance to **their** immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:

Step Two: The Union Representative or Representatives may take the matter up with the Executive Director or **their** designate. 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 One, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

29.05 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator.

ARTICLE 30 SELECTION OF AN ARBITRATOR

30.01 If the Union and the Employer cannot reach an agreement, upon request of either party, the grievance shall be submitted to a single Arbitrator. If Agreement cannot be reached within seven (7) 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 said Arbitrator.

No Arbitrator will be deemed willing to act unless **they are** willing to convene a hearing within twenty-eight (28) calendar days of **their** appointment.

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 **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render **their** decision within thirty (30) calendar days from the last day of the hearing.

30.04 The Arbitrator shall not be vested with 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 which is contrary to any provisions of this Agreement, or which involves the determination 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 reinstate the employee with full back pay, without loss of seniority.

30.06 The findings and decision 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 fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

30.09 Single Arbitrators agreed to:

Karen Busby
Vivian Rachlis

30.10 **Mediation**

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 and which are not paid by another source, 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.

ARTICLE 31 **BULLETIN BOARDS/DECALS**

31.01 The Employer agrees that it will allow the Union to install a bulletin board for the purpose of posting notices directly relating to the employees, providing such notice shall first receive the approval of management.

31.02 The Employer will allow the Union to post a card indicating the name of the Shop Steward. The size of the card is to be by mutual agreement between the Employer and the Union.

31.03 The Employer agrees that during the term of this Agreement it will permit the Union to supply and install its decal, provided however that such decal shall first be approved by management and shall be located in the Staff kitchen. Such decal shall be displayed in a prominent position.

ARTICLE 32 **JURY DUTY**

32.01 All employees summoned to jury duty, **which includes jury selection**, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

ARTICLE 33 **WITNESS FEES**

33.01 Employees subpoenaed to appear in court as a witness or employees appearing on behalf of the Employer and/or the Crown, will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from court for the rest of the day or days and fails to report back to work, or if the case occurs on the employee's scheduled day off. The employee subpoenaed shall co-operate with the Employer to minimize time from work.

ARTICLE 34 **BEREAVEMENT PAY**

34.01 All employees shall be entitled to time off work with pay necessary to attend a funeral, to a maximum of seven (7) **non-** consecutive scheduled work days in the event of a death in the immediate family provided the employee, in fact attends the funeral, where possible. The term "immediate family" shall mean: spouse (including common law spouse or the employee's life partner), parent (including de facto parent), child (including stepchild, adopted child and foster child), brother or sister (including stepbrother or stepsister), guardian or foster parent, fiancé, grandparent and grandchild.

34.02 All employees shall be granted time off work with pay necessary to attend the funeral, where possible, to a maximum of three (3) **non**-consecutive scheduled work days in the event of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, godchild, aunt, uncle, niece or nephew.

34.03 The Employer agrees to grant one (1) day off with pay to any employee who is asked to be a pallbearer at a funeral and who does not qualify for leave under **sub**-articles 34.01 and 34.02 above.

34.04 Bereavement days may only be taken in the period which extends from the date of death up to and including the day following interment, or seven (7) calendar days following the death, whichever is the greater.

34.05 **Proof of death may be requested by the Employer. Acceptable proof includes death certificate, newspaper notice, memorial card or letter from a local clergy.**

ARTICLE 35 HEALTH AND WELFARE BENEFITS REFERRAL

35.01 Health and welfare benefits shall be as contained in Appendix "A" and shall form an **integral part** of this **Collective** Agreement.

ARTICLE 36 JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

36.01 The Employer shall provide the Union and affected employees with job descriptions for all classifications for which the Union is bargaining agent. If a job description is changed by the Employer, an updated job description shall be provided to the Union and the affected employee. The Union shall be consulted about proposed changes to job descriptions before implementation.

36.02 The Employer agrees that no present full-time employee in the bargaining unit shall lose **their** employment as a result of institution and initiation of new job descriptions or new job classifications.

36.03 The Employer shall seek input from affected employees when preparing or changing job descriptions.

ARTICLE 37 CASH SHORTAGES

37.01 No employee may be required to make up cash shortages.

ARTICLE 38 APPENDICES, LETTERS OF UNDERSTANDING AND EXHIBITS

38.01 All Appendices and Letters of Understanding that are attached to this Agreement shall be considered to form an integral part of this Collective Agreement.

38.02 All Exhibits that are attached to this Agreement are for information only and not subject to grievance, negotiation or arbitration.

ARTICLE 39 EDUCATION AND TRAINING TRUST FUND

39.01 The Employer agrees to contribute six (6¢) cents per hour to the United Food and Commercial Workers Union, Local No. 832, Education and Training Trust Fund, for all hours worked and/or paid to all employees.

39.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period and accompanied by a detailed statement outlining the deductions made on behalf of each employee.

ARTICLE 40 AMALGAMATION/MERGER/REGIONALIZATION

40.01 In the event of the amalgamation/merger/regionalization of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission or other entity, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

40.02 Where the successorship provisions of the Labour Relations Act have been determined to apply, the provisions of the Collective Agreement continue in effect for the affected employees until the expiry of the Agreement.

40.03 The Employer and the Union will work together with the successor employer to negotiate a transition agreement respecting the administration and interpretation of the Collective Agreement during the period required to negotiate a new Collective Agreement.

40.04 The Employer will make reasonable efforts and give priority consideration to obtaining:

- (a) employment opportunities with the new employer for affected employees.

- (b) employment opportunities for employees who do not wish to transfer to the new employer within any continuing services provided by Ikwe-Widdjiitiwin, in accordance with this Collective Agreement.
- (c) recognition by the new employer for all service relating to vacation with pay, sick leave credits, and other benefits.
- (d) maintained and/or improved wage rates with the new employer.

ARTICLE 41 JOINT LABOUR MANAGEMENT COMMITTEE

41.01 A Labour Management Committee will be established and maintained, which shall consist of not more than three (3) representatives from the Union and three (3) representatives of the Employer. **The Union Representative may also attend these meetings from time to time.** Except by mutual agreement, the Committee shall meet quarterly for the purpose of discussing issues relating to the workplace which affect the parties with a view to promoting a harmonious relationship between the Employer and its employees. Either party shall give at least forty-eight (48) hours of any intention or need to cancel or reschedule a scheduled meeting. The parties shall endeavour to hold all meetings during non-peak work time, and meetings shall be scheduled sixty (60) minutes in duration unless extended by mutual agreement. Employees appointed by and acting on behalf of the Union shall not suffer a loss in pay for time spent at Labour Management meetings. If any of the meetings occur outside of normal working hours, the employee shall receive straight time. In this case, the Employer may at their discretion provide the equivalent time off rather than pay if it is requested by the employee.

41.02 Minutes of all meetings shall be kept, a copy provided to each member of the Committee, and a copy posted on the Union Bulletin Board. The Chairperson of the Committee shall alternate between employer and bargaining unit representatives from meeting to meeting. **The Union office shall be emailed or faxed a copy of these minutes within fourteen (14) calendar days of completion of the meeting.**

ARTICLE 42 CONCILIATION

42.01 **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 43 FINAL AND BINDING ARBITRATION

43.01 Should the Employer and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, the parties agree to forego the right to strike or lock-out and upon request of either party, to submit all outstanding matter to an Arbitrator, as hereinafter provided.

The Employer and the Union shall meet and agree on which proposals remain outstanding between them within fourteen (14) days of the date of reaching such impasse.

The Arbitrator shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the person who shall act as Arbitrator, either party may then request, the Manitoba Labour Board to make the appointment.

The Arbitrator shall receive a written statement or brief from the Employer and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Employer's position, the Union's position, the combination of both the Employer's and Union's positions as outlined by them as the basis for settlement, or settle the matters in any way they deem equitable.

The Employer and the Union may mutually agree that their best interests would be served by having the Arbitrator convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by courier, to the Arbitrator, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Arbitrator is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.

The Arbitrator shall render a decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.

The Employer and the Union shall pay the cost of their witnesses if required. The Employer and the Union shall equally share the cost of the Arbitrator.

ARTICLE 44 EXPIRATION AND RENEWAL

44.01 This Agreement shall be in effect from April 1, 2018, and shall remain in effect until March 31, 2021 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.

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

SIGNED THIS DAY OF , 2019.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE

A-1 Dental Plan

A-1.01 The Employer agrees to make direct contribution to the Manitoba Food & Commercial Workers Dental Plan of thirty-five (35¢) cents per hour for each hour of actual work of all employees in the bargaining unit.

During the life of this Agreement, the Employer agrees to contribute up to an additional two (2¢) cents per hour, per year, if necessary, in order to maintain, improve benefits or the fee schedule.

A-1.02 "Actual Work" for the purposes of this Article shall include hours actually worked, hours of sick leave to the extent of accumulated sick leave and Weekly Indemnity, vacation time, general holiday time and any paid leave of absence up to a maximum of appropriate basic work week.

A-1.03 The Employer shall contribute the cents per hour worked per employee bi-weekly and forward same to the Manitoba Food & Commercial Workers Dental Plan within twenty-one (21) days following the expiry of two (2) consecutive pay periods on a regular basis thereafter.

A-2 Sick Leave

A-2.01(a) All full-time employees are entitled to accumulate illness leave at the rate of one and one-quarter (1¼) days per month worked to a maximum of fifty (50) days.

(b) All part-time employees are entitled to accumulate illness leave at the rate of one and one-quarter (1¼) days per one hundred and sixty-four point seven (164.7) hours worked to a maximum of fifty (50) days.

A-2.02 An employee may apply to utilize accumulated illness leave for the purpose of providing care in the event of an illness of a person in the employee's family as defined in **sub-article 34.01 Bereavement**.

A-2.03 Said sick leave benefits may be reduced or eliminated for any employee found to be abusing said sick leave benefits.

A-2.04 The Employer retains the right to require satisfactory medical proof in the form of a medical certificate to substantiate any claim for "illness leave" of three (3) days or more or to confirm an employee's fitness to return to work.

Upon receipt of a doctor's invoice, the Employer will reimburse any employee for **one hundred (100%)** percent of the cost of a doctor's note which has been required by the Employer.

When an employee resigns, retires or is terminated, unused sick leave credits will not be paid out.

A-2.05 When a recognized holiday under Article **10** - General Holidays occurs during a period of illness leave it shall be counted as a day of illness, and under no circumstances shall an employee be entitled to both illness and holiday pay for the same day.

A-2.06 Illness leave payment will be paid only to such time as the employee becomes eligible to receive short-term disability benefits (seven days in case of illness and immediately in the case of accident). The employee has the right to use illness leave payment to a maximum accumulated for any absence as per A-2.01 and A-2.02 of this Agreement.

A-2.07 The Employer agrees to provide each employee with their updated accumulated sick leave credits once monthly. In addition, a list of accumulated sick leave credits for all employees shall be provided to the Union once annually.

A-2.08 No employee will be required to find **their** own replacement when sick.

A-2.09 No employee will be required to work on another day in lieu of receiving sick pay.

A-2.10 Employees will give as much notice as possible when calling in to inform they cannot do their scheduled shift.

A-2.11 To the greatest degree possible, medical appointments shall be scheduled on the employee's time off or as close to the beginning or end of the scheduled shift as possible. Where it is not possible employees are encouraged to attend as much of their shift as is possible prior to leaving for their appointment, or if reasonably possible, to attend work after their appointment. Accumulated sick leave may be used for medical appointments.

A-2.12 If an employee takes a call-in shift and is unable to work that shift due to illness, the employee must provide medical documentation to the Employer in order to be paid for that shift. If no medical documentation is provided the employee will not be paid.

A-3 Health Program

A-3.01 All employees are required to be physically and mentally capable of performing their respective job descriptions.

A-3.02 All employees may be required to pass a physical examination by the Employer's doctor at the Employer's expense and on the Employer's time (such time to be paid as if the employee had worked and not to be paid from the employee's accumulated income protection benefits). The examination may include x-ray and other laboratory tests as may be deemed necessary by the Employer's doctor.

The Employer's doctor shall be a doctor whose name is submitted to the Union and the Union's approval has been obtained. Said approval shall not be unreasonably withheld.

A-3.03 The actual results of any physical examination required by the Employer will not be made available to the Employer. However, the Employer's doctor will be requested to supply the following information:

- (a) the employee is fit to work; or
- (b) the employee is not fit to work; or
- (c) if not fit to work, an estimated length of time the employee will be away from work; or
- (d) the employee is fit to work with some restrictions which should be outlined by the doctor.

A-3.04 In the event an employee is declared not fit to work (and is not eligible for Workers Compensation), normal sick benefits shall apply.

A-4 Employees Benefit Plan

A-4.01 Except as provided elsewhere, the Employer will provide and maintain an employee benefit plan at benefit levels equal to or better than the current levels at no cost to the employee. Should alternate benefit levels be considered, the Employer will consult with the Union and employees prior to any change.

A-4.02 The following are the benefits provided by the Benefit Plan subject to the conditions and limitations of that Plan:

- (a) Life Insurance and Accidental Death and Dismemberment Insurance.
- (b) Long Term Disability Insurance.

- (c) Short Term Disability Insurance.
- (d) Extended Health Insurance.
- (e) Vision Care Coverage
- (f) Employee and Family Assistance Program (EFAP)**

A-4.03 Employer benefit coverage shall be provided only to eligible full-time employees, and to eligible part-time employees who are normally scheduled to work at least twenty (20) hours per week. Eligibility for coverage and benefits shall be subject to all the terms and conditions of the plan. The Plan shall include a card for prescription drugs that will not require employees to pay for prescription drugs out of pocket and be reimbursed.

A-5 UFCW Retirement Savings Plan

A-5.01 The Employer will administer through payroll deductions, a voluntary retirement savings plan, entitled the UFCW Retirement Savings Plan. On a calendar year basis, the employee will determine the amount to be deducted weekly from regular earnings and this shall remain unchanged during the year except where no paycheque is issued and in such case, no deduction will be made. Such deductions will be remitted to the Retirement Savings Plan by the Employer on a monthly basis.

A-6 Pension Plan

A-6.01 The Employer and the eligible employees agree to participate in the United Way Agency's Employee Benefit Plan Pension Plan, with cost-sharing arrangements as are required by the pension plan. All employees will be required to join the plan when they become eligible to do so.

A-7 Miscellaneous

A-7.01 The Employer agrees to maintain an adequate supply of medicinal shampoos and body wash for employees to use in the treatment of lice, scabies or impetigo. Management has the responsibility to ensure that the medicinal supplies are made available only for the use of in-residence clients and employees.

A-7.02 The Employer will pay for annual flu shots for those employees who chose to receive them.

APPENDIX "B"

B-1 Classifications and Wage Rates

		Current	April 1 2018 1.0%	April 1 2019 2.0%	April 1 2020 1.0%
Resident Support Worker	Step 1	\$13.36	\$13.49	\$13.76	\$13.90
Child Support Worker	Step 2	\$14.10	\$14.24	\$14.53	\$14.67
Follow Up Worker 1	Step 3	\$14.89	\$15.04	\$15.34	\$15.49
Non Certified	Step 4	\$15.70	\$15.86	\$16.17	\$16.34
	Step 5	\$16.57	\$16.74	\$17.07	\$17.24
	Step 6	\$18.08	\$18.26	\$18.63	\$18.81
Counsellor/Case Manager	Step 1	\$14.26	\$14.40	\$14.69	\$14.84
Follow Up Worker 2	Step 2	\$15.05	\$15.20	\$15.50	\$15.66
Certified	Step 3	\$15.90	\$16.06	\$16.38	\$16.54
	Step 4	\$16.76	\$16.93	\$17.27	\$17.44
	Step 5	\$17.69	\$17.87	\$18.22	\$18.41
	Step 6	\$19.28	\$19.47	\$19.86	\$20.06
Cook	Step 1	\$13.36	\$13.49	\$13.76	\$13.90
Full-time	Step 2	\$14.10	\$14.24	\$14.53	\$14.67
	Step 3	\$14.89	\$15.04	\$15.34	\$15.49
	Step 4	\$15.70	\$15.86	\$16.17	\$16.34
	Step 5	\$16.57	\$16.74	\$17.07	\$17.24
	Step 6	\$18.08	\$18.26	\$18.63	\$18.81
Cook's Helper	Step 1	\$11.65	\$11.77	\$12.00	\$12.12
Part-time	Step 2	\$11.90	\$12.02	\$12.26	\$12.38
	Step 3	\$12.10	\$12.22	\$12.47	\$12.59
	Step 4	\$12.77	\$12.90	\$13.16	\$13.29
	Step 5	\$13.47	\$13.60	\$13.88	\$14.02
	Step 6	\$14.68	\$14.83	\$15.12	\$15.27
Secretary/Receptionist	Step 1	\$12.77	\$12.90	\$13.16	\$13.29
	Step 2	\$13.47	\$13.60	\$13.88	\$14.02
	Step 3	\$14.22	\$14.36	\$14.65	\$14.80
	Step 4	\$15.01	\$15.16	\$15.46	\$15.62
	Step 5	\$15.84	\$16.00	\$16.32	\$16.48
	Step 6	\$17.25	\$17.42	\$17.77	\$17.95

B-1.01 The Employer is encouraging staff training in specific Areas which are **Counselling Programs** through either Red River College or the University of Manitoba for Resident Support Workers and Follow-up Workers or through Red River College's Early Childhood Certification program for Children Support Workers. The Employer will support employees wishing to obtain certification by paying tuition on satisfactory completion of a course towards these specific certifications. Employees can request an advance on tuition but will reimburse the Employer if course is not satisfactorily completed.

B-1.02 Ikwe will purchase relevant textbooks to be maintained and checked out of the Resource Library.

B-1.03 Any employee who obtains, or already has obtained their Early Childhood Educator II, Applied Counselling Certificate from a recognized post secondary education institution, or equivalent of either of the two will, upon proof of accreditation, be recognized as Certified and be paid the Certified rate. For the purposes contained herein, the Bachelor of Social Work will be recognized as an equivalent of either of the two.

B-1.04 All employees shall progress to the next step of the range upon completion of 2080 hours worked **and/or** paid at regular rates.

B-2 **Retroactive Pay**

All employees on the payroll on the date of ratification (**December 17, 2019**) shall receive full retroactive pay back to **April 1, 2018** for all regular hours worked and/or paid. Retroactive pay shall be paid to all employees within (2) weeks following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit and will be reported separate and apart from their normal earnings.

APPENDIX "C"

NO HARASSMENT/ABUSE POLICY

C-1 The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is supportive of both productivity and the personal goals, dignity and self-esteem of every employee. Harassment, including sexual harassment and abuse of authority, constitutes unacceptable conduct and shall not be tolerated.

C-2 Harassment means any improper behaviour by a person that is directed at and is offensive to another individual and which the person knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays made on either a one (1) time or continuous basis that demean, belittle or cause personal humiliation or embarrassment to an individual. Without limiting the foregoing, harassment includes discrimination based on race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offense for which a pardon has been granted.

The above paragraph does not apply when the discrimination is based on bona fide and reasonable requirements or qualifications. It is understood and agreed that is a bona fide and reasonable requirement or qualification for this Employer to employ **Indigenous** females only.

C-3 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one (1) time basis or in a continuous series of incidents that might reasonably be expected to cause offense or humiliation to an individual, or, that might reasonably be perceived by an individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

C-4 Harassment includes abuse of authority which means a person's improper use of power and authority inherent in the position held to endanger another individual's job, undermine the performance of that job, threaten the economic livelihood of that individual, or in any way interfere with or influence the career of such an individual. It includes such acts or misuses of power as intimidation, threats, blackmail or coercion. Abuse of authority also includes the favouring of one individual to the disadvantage of another.

C-5 It is both the right and responsibility of any employee who believes that **they have** been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This

procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

C-6 All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and shall be conducted as expeditiously as possible.

C-7 Any employee who believes that **they are** being harassed and/or abused, shall have the right to refuse to work with the alleged harasser pending determination of the investigation provided for under this article. Under such circumstances, the alleged harasser shall be transferred.

C-8 Any employee who, as a result of a full investigation is determined to be in violation of this article, may be subject to disciplinary action. Such discipline may include a written reprimand, suspension or dismissal, and any such incident shall be documented in the harasser's file. No documentation whatsoever shall be placed in the complainant's file irrespective of whether or not the complaint has been upheld.

C-9 Any employee lodging a complaint, and any person providing information pursuant to the complaint, shall be protected from any form of retaliation by either co-workers or management representatives. This includes a demotion, unwanted transfer, denial of opportunities for advancement, and harassment of the individual as a result of **them** having made a complaint or having provided evidence regarding a complaint.

EXHIBIT “A”

MISSION, VISION, VALUES, BELIEFS AND SERVICE PRINCIPLES

Mission

To Support **Indigenous** women and their children end family violence, by offering shelter during crisis and nurturing hope, change and empowerment for tomorrow.

Vision

Families finding peaceful solutions together.

Values and Beliefs

Culture: Our work Supports the preservation and restoration of our First Nations cultures. We offer opportunities to be served in our native languages. We respect who we are and feel at home in our culture. We are inclusive and affirming of all cultures.

Respect: We will be open-minded and mindful of others and their needs, beliefs, values and ideas. We will ask, not assume and listen to the answers. We embrace client-centered approaches and support the power of the family. We act with humility, dignity and fairness. We will find our voices and help others find theirs. We will speak out with the women and children and let ideas and concerns be heard. We will act with confidence and take on new challenges, even when it is very difficult. We will ask for help when we need it. We understand and honour the different roles we play.

Integrity: We will practice transparency and dependability and do what we say we will do. We will hold ourselves as individuals and as an organization to a high standard. We will seek understanding and knowledge and refrain from judgement and jumping to conclusions. We will use information thoughtfully and think about the long and short term effects of our actions. We will maintain the privacy of clients and the confidentiality of client files.

Compassion: We will work to strengthen each individual's ability to hold themselves in esteem; to nurture and care for themselves, their families and others. We will continue to find our path as individuals so that we can be respectful helpers of others. We are mindful of professional boundaries. We will be perceptive of and sensitive to the effects of our work on ourselves, our colleagues and the women and children we serve. We will seek balance in our lives and our work. We will build our values into all of our work. We will create an environment that looks, feels and sounds safe, warm and welcoming.

Service Principles

The Service Principles guide all of our work and reflect the wisdom of our Elders.

Physical

We strive to empower abused Native women by providing and caring for her particular immediate physical need wherever possible including safety, shelter, accommodation, medical care, and emergency provision such as food and clothing for her and her children. She will be guided to establish on-going safety or personal protection plans for her specific situation.

Emotional

We strive to empower abused Native women by helping her restore her positive emotional well-being. We offer caring, sharing, listening and understanding in an environment of unconditional support and advocacy. By linking her to her Native community sisterhood, offering counselling, practical help, acceptance and a respectful attitude without prejudice or judgement, we foster emotional healing from the scars of abuse that can last a lifetime.

Mental

We strive to empower abused Native women to her fullest cognitive capacity, enabling her to assess and plan an independent future with clarity, strength and hope. As advocates we shall nurture self-care as prerequisites to self-respect and a strong sense of self-worth. We provide encouragement, that she may assume courage and determination in working towards her own personal vision of empowerment. We endeavour to do this through education, referrals to other services and counselling. We believe that intellectual understanding of her victimization as a wife and the effects of colonization as a native will provide personal and historical insight enabling her to shed low self-worth and the deleterious effects of physical, mental, emotional and spiritual abuse.

Spiritual

We strive to empower abused Native women at her level of need, awareness and experience with the spiritual life power, strength and truth available from knowing the Great Spirit in a personal sacred manner; respecting inner illumination as dynamic over religious doctrines and dogmas. Spiritual counselling (Christian, Native spirituality, etc.) and the use of the power of prayer as taught by our Elders during crisis, dysfunction, death, divorce, grief, trauma and illness is and always has been a Support base to our meaningful and vital existence. We recognize, encourage and promote the full use of the spiritual gifts attained when in unity and immersion with the Great Spirit. We Support our sisters in accessing all forms of empowerment, not disregarding the greatest avenues of empowerment obtained in union with the great Spirit. Through the avenues of charity and love, we strive to enable abused women to rediscover self-worth and self-esteem.

EXHIBIT ONE

TO: NEW OR REHIRED EMPLOYEES

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 No. 832**, and **Ikwe-widdjiitwin Inc.** contain the following statements:

“The Employer shall be free to hire employees who are not members of the Union, provided said non-members, whether part-time, **casual** or full-time, shall make application on the official membership application form within ten (10) calendar days from the date of hire.”

“The Employer agrees to 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 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 accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees, and name changes of employees, and any changes of address or telephone number of any employee covered by this Agreement.”

Below is a sample Membership Application that should be completed and returned to your Employer so they can forward it to the UFCW, Local No. 832 Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required hereby. (Cross out if you do not agree.)	
COMPANY NAME	LOCATION/NO.	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	
		PART-TIME <input type="checkbox"/>		OTHER <input type="checkbox"/>	
I hereby declare that the information provided in this application for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared my financial interests in my employment with the Employer and my family members. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to ensure privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union to safeguard and protect from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICATION NO.	DATE SIGNED	LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:			

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