

**PORTAGE LA PRAIRIE
FRIENDSHIP CENTRE**

FROM: October 2, 2019

TO: October 1, 2022

President's Message



Dear Member,

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

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

Sincerely,

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

Jeff Traeger,
President UFCW Local 832



PORTAGE FRIENDSHIP CENTRE INC.

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EXPIRY: OCTOBER 1, 2022

AGREEMENT BETWEEN:

**PORTAGE LA PRAIRIE
FRIENDSHIP CENTRE
INCORPORATED**, in the City of
Portage la Prairie, province of
Manitoba, hereinafter referred to
as the "Employer"

AND

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

WHEREAS: The Employer and the Union desire to cooperate in establishing and maintaining conditions which 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,

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

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of the Portage Friendship Centre, in the City of Portage la Prairie, in the Province of Manitoba save and except the Job Development Trainees, students employed in the Summer Employment Program, the Executive Director, Executive Assistant, Administrative and Finance Director, persons above those ranks and those excluded by the Act.

1.02 When the functions of a job include policy and policy development, supervision, budget controls and/or managerial duties, the Employer reserves the right to establish an additional management position that would be excluded from the bargaining unit. In this case, the Employer will notify the Union in advance and provide full details.

1.03 The Employer shall provide the Union with a list of names of all employees excluded from the Agreement, once each year and written notices of changes in such employees within thirty (30) calendar days of such changes.

1.04 Persons excluded from the bargaining unit shall not perform any work that is normally performed by members of the bargaining unit unless no bargaining unit member is available, willing, able and capable of performing the normal functions of the job, or in the case of emergency.

ARTICLE 2 **DEFINITIONS**

2.01 The following words or terms shall mean the following:

- (a) **Full-time Employee**: an employee scheduled to work no less than thirty-five (35) hours per week, consisting of five (5) seven (7) hour work days.
- (b) **Part-time Employee**: an employee who shall be scheduled to work and be paid less than thirty-five (35) hours per week, on a consistent basis.
- (c) **Term Employee**: an employee who may be hired to work for a specific limited period of time.
- (d) **Promotion**: the transfer of an employee to a higher level position of more responsibility and salary.
- (e) **Demotion**: a demotion involves the transfer of an employee to a lower level position of less responsibility or salary. For full-time employees, a demotion shall also include a transfer to part-time.
- (f) **Layoff**: layoff for an employee shall mean an employee who ceases to work for the Centre, because of lack of work.
- (g) **Masculine or Feminine Gender**: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.
- (h) **Plural and Singular**: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

- (i) **Family Member:** Family member, when used in this collective agreement, is defined very broadly. Children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews are all considered family. The definition also includes those who are not related, but are a member of the household and considered a family member.

- (j) **Qualifications** (as relates to Article 25.04): Those professional abilities required to complete the tasks laid out in the job description and/or contractually required by the funder. Qualifications can include educational and/or experiential skill sets. The Employer will remain cognizant of all employee experiential skill sets when considering applicants for new positions.

ARTICLE 3 NO CONTRACTING OUT

3.01 The Employer shall not contract out bargaining unit work for the purpose of laying off bargaining unit employees.

3.02 Students employed in the Summer Employment Program will not be hired for the purpose of replacing bargaining unit employees, but will complement the work of bargaining unit employees in order to gain work experience.

ARTICLE 4 UNION SHOP

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

4.02 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employees 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 her Union Stewards.

4.03 Membership Application – Exhibit One

The Employer shall forward Exhibit One, as attached to this Agreement, duly completed to the Union within ten (10) calendar days from the date of hire or rehire of the employee, as per Article 4.01 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 shall provide the Union with a list in Excel format containing the names and Social Insurance Numbers of all employees who have terminated their employment, retired, are on sick leave or are on a leave of absence during the month, if any, at the end of each month.

ARTICLE 5 DEDUCTION OF UNION DUES

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

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.

ARTICLE 6 PROBATIONARY PERIOD

6.01 Any employee who is hired or rehired by the Employer shall be on probation for one hundred and **eighty (180)** calendar days. The Employer, at its discretion, may discharge any probationary employee within the above time limit, with or without just cause and said employee shall have no recourse to the grievance and arbitration sections of this Agreement to challenge such discharge and shall have no right to continued employment.

ARTICLE 7 HOURS OF WORK

7.01 The normal basic work week for regular full-time employees shall be Monday to Friday, seven (7) hours each day. When the Employer proposes to change the hours from the present pattern, it shall do so in good faith and after consultation with the Shop Steward or union representative, if available. The Union recognizes that there are events and functions in which the Centre participates during which these hours must be modified.

Employees working in the Youth Centre will be required to work a normal basic work week which includes working Tuesday and Saturday, seven (7) hours each day. Such employees will be scheduled two (2) consecutive days off, unless otherwise mutually agreed.

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, except by mutual agreement.

7.03 In a week in which one (1) general holiday occurs, the basic work week for full-time employees shall be twenty-eight (28) hours.

7.04 In a week in which the Employer observes two (2) general holidays, the basic work week for full-time employees shall be twenty-one (21) hours.

7.05 **Meal and Rest Periods - Full-time Employees**

A meal period without pay for employees working a daily shift of seven (7) hours shall be sixty (60) minutes uninterrupted duration and shall start not earlier than two and one-half (2½) hours nor later than five (5) hours after the start of the shift, except with the mutual consent of the employee(s) involved. Times at which such meal periods are taken shall be scheduled by the Employer. An employee may request a shorter meal period and an adjusted start or finish time where needed and upon twenty-four (24) hours notice. The Employer shall not unreasonably deny said requests.

Each employee shall be entitled to two (2) uninterrupted rest periods with pay during each seven (7) hour shift, and said 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.

A rest period scheduled by the Employer shall be fifteen (15) minutes' uninterrupted duration.

If an employee is required to work more than seven (7) hours in a shift, and if the Employer does not schedule a meal period, then the employee will be scheduled a fifteen (15) minute rest period with pay within half (½) an hour of the end of the first shift, provided the total shift is nine (9) hours or more.

7.06 **Meal and Rest Periods - Part-time Employees**

Employees who work three (3) hours or more but less than five (5) hours shall receive one (1) fifteen (15) minute rest period with pay. Employees who work five (5) hours or more but less than seven (7) hours, shall either receive a one (1) hour unpaid lunch break or two (2) fifteen (15) minute rest periods with pay, at the option of the employee.

Employees who work seven (7) hours or more shall receive two (2) rest periods with pay and one (1) unpaid lunch period of one (1) hour's duration scheduled by the Employer. An employee may request a shorter lunch period and an adjusted start or finish time where needed and upon twenty-four (24) hours notice. The Employer shall not unreasonably deny said requests.

A rest period scheduled by the Employer shall be fifteen (15) minutes' uninterrupted duration.

If an employee is required to work more than seven (7) hours in a shift, and if the Employer does not schedule a meal period, then the employee will be scheduled a fifteen (15) minute rest period with pay within half ($\frac{1}{2}$) an hour of the end of the first shift, provided the total shift is nine (9) hours or more.

7.07 **Staff Room**

The Employer will continue to provide a staff room for the use of all staff.

7.08 The Employer agrees that where employees are scheduled to work after 12:00 midnight, the Employer recognizes the security concerns of the employees and in no such instance shall any employee be required to work alone after 12:00 midnight.

7.09 **Mileage**

No employee will be required to use their vehicle for business purposes. However, employees who are asked by the Employer, and consent to drive their vehicles during or after working hours, **inside or** outside the City of Portage la Prairie, shall be paid a vehicle allowance in the amount of forty five (\$0.45) cents for each kilometre that the employee's vehicle was used for such purpose.

Employees who volunteer to use their vehicle for business purposes within the City of Portage la Prairie will be paid twenty (\$20.00) dollars per paycheque. **Employees must submit a by-weekly travel log to be entitled to this pay.**

7.10 **Emergency Pay**

In situations where either the highways are closed, or where the public transportation system for the city of Portage la Prairie is to be shut down or declared unsafe due to inclement weather, any employee who is scheduled to work during such day shall not be required to report to work under such circumstances and shall nevertheless continue to receive full pay for the shift that they were scheduled to work on such day to a maximum of three (3) days per year. It is understood that employees who do not use highways to come to work will not be entitled to such pay where the highways are closed but where the transportation system in Portage la Prairie is operating.

In the event the highways reopen, employees will be expected to report for work as soon as possible, unless there are less than four (4) hours remaining in their shift.

ARTICLE 8 OVERTIME

8.01 All overtime must be authorized in writing in advance by the Employer. An employee who feels she ought to work overtime 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.

8.02 All authorized time worked in excess of seven (7) hours in any one day or thirty-five (35) hours in any one week for all employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

8.03 Overtime shall be assigned by the Employer, with the most senior employee within the classification being requested first if she wishes to work. The Employer shall assign the work to the junior employee capable of performing the work, including part-time employees, if available and if the overtime is of an emergency variety. With reference to the assigning of overtime to the junior employee, the Employer agrees that if no employee wishes to work overtime and the Employer must assign the work to the junior employee, such work shall, in second and subsequent instances, be rotated throughout the working group in ascending order of seniority within the classification.

No employee will be required to work more than eight (8) hours' overtime per week, unless willing to do so.

8.04 The Employer agrees that no employee will be required to work overtime unless a minimum twenty-four (24) hours' notice shall be given to all employees required to work overtime, except in the case of absenteeism due to illness, injury, bereavement or in the event of unforeseen termination. Where the Employer complies with this provision, overtime shall be considered compulsory.

8.05 All time worked by employees on a general holiday will be compensated for at the rate of two (2) times their regular hourly rate of pay in addition to the pay the said employee would receive for the general holiday.

8.06 The Employer shall have the right to give compensating time off with pay in lieu of payment for overtime at the appropriate overtime time off.

8.07

Banked Overtime

- (a) Overtime may be banked and taken as time off with pay in blocks of five (5) days.
- (b) Accumulated overtime shall be scheduled and taken as time off with pay within one hundred and eighty (180) calendar days of the date the employee accumulates five (5) days of overtime, or annexed to annual vacation by mutual agreement.
- (c) Accumulated overtime may be taken in blocks of less than five (5) days at such times as may be mutually agreed.
- (d) Employees may use banked time to top up their hours to a maximum of either the daily and/or weekly hours.
- (e) The Employer will provide individual employees with an up-to-date list of overtime worked entitlement within the bargaining unit. If an employee is not using their banked overtime in a timely manner, the Employer will notify such employee as to when their accumulated overtime shall be taken.

8.08

Overnight Occasions

Employees who accompany a client on overnight occasions, will be paid seven (7) hours for working each such day shift as well as three (3) hours at overtime rates [six (6) hours at overtime rates if the client is under age 18] for each overnight occasion.

8.09

Meal Allowance/Per Diem

Employees who are required to travel on behalf of the Employer for any reason will be given meal allowances and per diems in the following amounts:

- Breakfast - \$ 10.00
- Lunch - \$ 20.00
- Dinner - \$ 30.00
- Incidentals (excludes parking) - \$ 12.00

These amounts shall be paid to the employee even if a lesser amount will be reimbursed to the Employer by a third party.

8.10

Travel Time

Employees who are required to travel outside of the City of Portage la Prairie on behalf of the Employer, or are attending work related workshops or seminars outside the City of Portage la Prairie, will be paid for all travel time at the appropriate hourly rate of pay.

Travel time during normal working hours shall be considered as time worked. Travel time outside of normal working hours shall be considered as time worked, subject to the following:

- (a) Ground travel to and from the points of origin and destination shall be compensated based on the standard or common time required for the trip.
- (b) The points of origin and destination shall determine the compensable time. The standard point of origin shall be the Employer's building. In situations where the distance to the destination point is shorter from the employee's home, the employee's home shall be determined as the point of origin. In situations where the distance to the destination point is shorter from the Employer's building, the Employer's building shall be determined as the point of origin.
- (c) Travel by air, and ground transportation to and from the airport on normal work days, shall all be considered as time worked.

ARTICLE 9 GENERAL HOLIDAYS

9.01 The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay on account of the closing of the Employer's business:

New Year's Day	Civic Holiday (<i>First Monday in August</i>)
Louis Riel Day	Labour Day
Aboriginal Justice Awareness Day (<i>Last Friday in Feb</i>)	
Good Friday	Thanksgiving Day
Easter Monday	Aboriginal Veterans Day (Nov 8 th)
Victoria Day	Remembrance Day (<i>Nov 11th</i>)
Canada Day	Christmas Day
Aboriginal Day (<i>June 21st</i>)	Boxing Day
Local Aboriginal Day (<i>Friday Prior to the August Civic Holiday</i>)	

And any other day or portion of a day designated as a statutory holiday by the municipal, provincial or federal government.

Any additional days granted are to be at the sole and exclusive discretion of the Executive Director.

9.02 **Qualify for General Holiday Pay**

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

- (a) they have worked their scheduled hours on at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday (excluding vacation, leave of absence, illness, etc.);
- (b) they report to work, if called to work, on the holiday (unless ill); and
- (c) they work their last scheduled shift before and the next scheduled shift after the holiday, or were absent with the Employer's consent.

9.03 If a general holiday occurs during an employee's vacation, he shall have the opportunity to take an extra day's vacation with pay, which shall be taken by the employee within ninety (90) calendar days of the last day of the employee's vacation and before the expiration of the vacation period as stated in Article 12 - Vacations With Pay.

9.04 **General Holiday/Amount Paid**

Employees who qualify for General Holiday in accordance with Article 9.02, Qualify for General Holiday Pay, shall be paid for the general holiday as follows:

- (a) Full time employees, except those who do not qualify in accordance with 9.02 (a) above, will be paid the equivalent of their normal days' earnings as though they had worked their regular shift on the general holiday.
- (b) Full time employees who did not qualify in accordance with Article 9.02(a) above, part time employees and casual employees will be paid five (5%) percent of their total earnings, including premium pay, in the four full calendar weeks immediately prior to the general holiday.

ARTICLE 10 MINIMUM CALL-IN

10.01 No employee shall be called in to work for less than three (3) hours in any one (1) day. If such employee works less than three (3) hours when called in, they shall be treated as if they had worked three (3) hours on that day.

ARTICLE 11 RELIEVING RATES OF PAY AND TEMPORARY ASSIGNMENTS

11.01 An employee who is required to perform work in a higher paid bargaining unit position, during any period when the said higher paid employee is not being paid by the Employer, shall receive the said higher rate of pay for all hours so worked.

11.02 Any employee relieving an employee in a lower paid classification shall not have their wages reduced during said relieving.

11.03 No employee will be required to relieve a person outside the scope of this Agreement, except by mutual consent.

ARTICLE 12 VACATIONS WITH PAY

12.01 Employees covered by this Agreement shall be entitled to the following vacations with pay.

12.02 Any full-time employee who, on March 31st of each year, has less than one (1) year of continuous service, will be entitled to vacation pay of four (4%) per cent of total gross earnings, or to prorated days off.

12.03 Any full-time employee who, on March 31st of any year, has one (1) year of continuous service, shall receive three (3) weeks' vacation with pay at their regular rate of pay.

12.04 Any full-time employee who, on March 31st of any year, has five (5) years of continuous service, shall receive four (4) weeks' vacation with pay at their regular rate of pay.

12.05 Any full-time employee who, on March 31st of any year, has ten (10) years of continuous service, shall receive five (5) weeks' vacation with pay at their regular rate of pay.

12.06 Any full-time employee who, on March 31st of any year, has fifteen (15) years of continuous service, shall receive six (6) weeks' vacation with pay at their regular rate of pay.

12.07 Any full-time employee who, on March 31st of any year, has twenty (20) years of continuous service, shall receive seven (7) weeks' vacation with pay at their regular rate of pay.

12.08 Any full-time employee who, on March 31st of any year, has thirty (30) years of continuous service, shall receive eight (8) weeks' vacation with pay at their regular rate of pay.

12.09 The vacation period shall be from April 1st of one year to March 31st of the next year.

12.10 The Employer agrees to grant vacations with pay to full-time employees consecutively, unless the employee requests otherwise and operational requirements permit.

12.11 The Employer agrees to post a list of employees' number of weeks' expected vacation entitlement by March 1st of each year, to enable employees to write in their preferred vacation time. By May 1st of each year, the Employer shall post a tentative vacation schedule which is to be finalized by June 1st of that year. Seniority will be the governing factor in determining the said vacation schedule. From that point on, the schedule shall not be changed by the Employer except at the request of the employee, or in the case where operational needs require otherwise. Vacations requested after June 1st will be scheduled on a first come first serve basis. The Employer will endeavour to continue its practice of allowing two (2) bargaining unit employees to go on vacation at the same time.

Employees will be entitled to take three (3) consecutive weeks of vacation at any one (1) time. Additional weeks off will be at a time mutually agreed to between the Employer and the employee.

Employees requesting vacation between April 1st and June 1st will be granted vacation on the basis of seniority. The practice of allowing two (2) bargaining unit employees to go on vacation at the same time will apply.

12.12 The present practice of allowing employees to take vacations before earned will continue, but employees will be liable to deduction on their final pay for all unearned vacation taken at the time of termination.

12.13 The above article will not apply to persons on probation (as per Article 6). Persons on probation shall have their vacations prorated until probation completion.

12.14 Part-time employees' vacation pay shall be paid to part-time employees on the paycheque immediately preceding each employee's scheduled vacation.

12.15 The Employer agrees to grant time off with pay for vacation purposes to part-time employees, based on the full-time employees' schedule of vacation entitlement, on a pro-rata basis.

12.16 If a full-time employee becomes confined to hospital due to a serious illness or injury while on vacation, the employee may utilize any sick leave credits they may have accumulated, and the balance of the employee's vacation will be rescheduled following the employee's return to work.

12.17 In the event that an employee suffers a bereavement for which the employee would be paid under Article 23, Bereavement Leave, of the Agreement, it shall be incumbent upon the employee to inform the Employer within five days of such bereavement or upon return to work. In such circumstances the employee may utilize bereavement leave with pay to cover the bereavement period, and the displaced vacation shall be rescheduled.

12.18 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 eighteen hundred and twenty (1,820) hours paid.

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

12.20 The Employer's operations shall be closed during the Christmas week. Employees may use their banked overtime (as per Article 8) or vacation to compensate for this time off. Additional days off may be granted at the discretion of the Board.

12.21 An employee may request, in writing by January 15th, to carry over a maximum of two (2) weeks' vacation into the following vacation year. The employer shall not unreasonably deny any such request. Any carry-over vacation days must be used within the 1st quarter of the fiscal year.

ARTICLE 13 MANAGEMENT'S RIGHTS AND FUNCTIONS

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, assign to shifts, decide leaves of absence, layoff, recall, suspend, dismiss or discipline any employee for just and sufficient cause, provided that a claim by a post-probationary employee that they have been dismissed without just and sufficient cause may be the subject of a grievance and dealt with as hereinafter provided in Article 31;
- (c) make, enforce and alter, from time to time, reasonable rules, regulations, policies and practices, to be observed by the employees;
- (d) 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.

13.02 The Employer shall exercise its exclusive functions in a manner consistent with all provisions of this Agreement and any alleged inconsistencies may be dealt with as hereinafter provided in the grievance and arbitration procedure.

13.03 Notwithstanding anything in this section, management must not exercise its prerogative in a manner that is arbitrary, discriminatory or in bad faith.

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

13.05 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 14 HEALTH HAZARDS - SAFETY CONDITIONS

14.01 The Employer, the Union and the employees 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 employee.

14.02 Right to Refuse

In situations where an employee believes that a safety and/or health hazard exists, employees shall first report their concerns to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that they are capable of doing and shall continue to receive full pay even though he or she is refusing to perform that particular job function.

ARTICLE 15 SAFETY AND HEALTH

15.01 Safety and Health Committee

The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which

shall conduct safety tours of the Employer's operation. The committee shall be comprised of two members appointed by the Union and two (2) management persons. The full-time Union Representative may also attend these meetings from time to time. The chairperson of the committee shall record minutes of all meetings that occur and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office and Manitoba Workplace Safety and Health shall also be faxed a copy of these minutes. The chairperson of this committee shall be selected prior to each meeting. The committee will endeavour to rotate the chairperson from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

15.02 All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 15.01 above.

15.03 The Employer shall allow a minimum of two (2) days off with pay per year, per committee member, from the bargaining unit for the purpose of allowing members who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

ARTICLE 16 NOTICE OF LAYOFF - SEVERANCE PAY

16.01 In the event of a permanent layoff of an employee with one (1) year or more continuous service, the Employer agrees to give two (2) weeks' notice or pay in lieu of notice. In no event will any employee be provided with less notice or severance pay than is required by legislation in the Province of Manitoba.

16.02 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, but where the Centre reopens within one (1) year of layoff, Article 25.03(c) will apply.

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

17.01 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.

17.02 Any employee who is required to attend a meeting outside their assigned working hours shall be compensated in accordance with Article 8, Overtime.

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

17.04 It is understood and agreed that the Employer has interest in the activities and affairs of various boards, committees and organizations which may not be specifically work-related and that the Employer may require an employee to represent the Centre on no more than one (1) such board, committee, or organization.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work, slow-downs or any activity in relation to work that is designed to restrict or limit output during the life of this Agreement or during negotiations to revise or renew this Agreement.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 A duly authorized full-time Union Representative shall be entitled to enter the Centre, as well as all other premises of the Employer, for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Collective Agreement are being implemented upon receiving authorization from management of the Centre when entering. It is understood that permission to enter the Centre and/or all premises of the Employer, shall not be unreasonably denied. Where possible, the Representative will advise the management prior to their arrival.

ARTICLE 20 SHOP STEWARDS

20.01 The Employer agrees to recognize two (2) Shop Stewards for the purpose of overseeing the implementation of the Collective Agreement and for the purpose of presenting complaints and grievance to the Executive Director, with only one (1) such Representative being assigned to each complaint or grievance.

20.02 The Employer agrees not to discriminate against any member of the bargaining unit including the Shop Steward, for exercising their rights under the terms of the Collective Agreement and presenting grievances.

20.03 The Employer, the Union and the employees agree to avoid discrimination in the workplace, in particular contrary to the provisions of *The Human Rights Code* or *The Labour Relations Act*, as may be amended from time to time.

ARTICLE 21 LEAVES OF ABSENCE

21.01 The requesting and granting of leaves of absence shall be in writing.

21.02 **Union Convention/Conference/Educational Leave**

The Employer agrees to allow time off work without pay for two (2) delegates in the bargaining unit requested by the Union to attend conventions, conferences or educationals as representatives of the Union. The Union will give the Employer three (3) weeks' notice, in writing, in regard to such request to attend such conventions, conferences or educationals.

21.03 **Union Negotiation Leave**

The Employer agrees to allow a maximum of two (2) employees time off for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement. If negotiations are held during an employee's regular working hours, the Employer will pay such employee for time in negotiations. If negotiations hours extend past their regular working hours, negotiating committee members will be paid overtime for the additional time spend in negotiations. Such overtime will be taken as banked time off.

21.04 Upon at least four (4) weeks' prior notice in writing from the Union, the Employer agrees to grant a leave of absence of up to one (1) year for one (1) employee who is elected or appointed to a full-time position with the Union. Such leave of absence shall be granted without pay and other benefits. The Union agrees to notify the Employer at least two (2) months in advance of the employee's return to work. The Employer may fill the vacated position for the period of the leave of absence with a term employee according to the job posting provisions of this Agreement, and the employee on leave may not be accepted back to work until the leave of absence has expired, except where two (2) months' prior written notice of the employee's intention to return to work at an earlier date is received by the Executive Director.

21.05 **Maternity Leave**

A female employee shall be granted a maternity leave of absence, without pay, by the Employer. Said employee shall be re-employed by the Employer after the birth, and must 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 make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

Eligible employees shall be entitled to collect E.I. benefits in amounts and for a time period as provided under the E.I. Act.

The employee shall be re-employed in her original position or a comparable position at the prevailing rate of pay, without loss of seniority or benefits, if funding is still available for the position when she is ready to return to work.

Vacation and sick leave credit shall continue but not accrue during the employee's pregnancy leave, while seniority and qualifying time for general holidays under Article 9 shall continue and accrue.

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

21.06 **Parental Leave**

(A) **Entitlements**

Every employee

(a) who,

- (i) becomes the natural parent of a child, assumes actual care and custody of their newborn child, or
- (ii) adopts a child under the law of a province; and

(b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

(B) **Commencement of Leave**

With the exception of employees on maternity leave, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence. Employees on maternity leave must take parental leave immediately upon expiry of their maternity leave, unless the employee and the Employer are mutually agreed to some other arrangement.

(C) Late Application for Parental Leave

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for the full **sixty-three (63)** week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced, if funding is still available for the position when the employee is ready to return to work.

(E) E.I. Benefits

Eligible employees shall be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(F) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

21.07 Child Bearing Support Leave

The Employer agrees to grant employees up to three (3) days off, with pay, for child bearing support leave, to be taken on or after the birth of the child. Such leave is at the employee's discretion with such days to be deducted from sick leave or banked overtime entitlement.

21.08 Education Leave

Leaves of absence without pay for the purposes of employees upgrading themselves in an accredited employment-related course, 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.

21.09 Compassionate Care Leave

In the event an employee has a family member who is terminally ill, 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 eight (8) weeks in total. Said compassionate care leave shall be consistent with Manitoba Employment Standards and Employment Insurance regulations.

Employees will give as much advance notice of the request as possible and the Employer will provide the paperwork necessary for employees to access Employment Insurance funds.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 23 Bereavement Leave of this collective agreement.

21.10 **Family Responsibility Leave**

In the event an employee deems it necessary to attend a medical or dental appointment, school appointment or event, which cannot be rescheduled to outside regular working hours, with their family member, the employee may request, and if so, shall be granted a leave of absence or absences. Employees may access their bank time in lieu of overtime or vacation time to attend such appointments or events. Employees will give as much notice as possible of the events or appointments.

21.11 Employees granted leave of absence will be returned to their previous position upon their return from such leave.

21.12 An employee shall be entitled to a leave of absence without pay and without loss of seniority when requested for good and sufficient reason. Good and sufficient reason shall be mutually agreed between management and the available Shop Steward.

21.13 **Mental Health Leave**

Each employee shall be entitled to take two (2) days off with pay per fiscal year for the purpose of self-healing. Under no circumstances shall employees be paid out this leave if it is not taken by the end of the vacation year or upon termination of employment. Employees will be allowed to take this leave prior to it earning it, but employees will be liable to deduction on their final pay if employment is terminated prior to earning the full 2 days.

21.14 **Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of three (3) days or more a written application must be made by the employee to the Employer and, if granted, written confirmation of said leave shall be given to the employee involved by the Employer and a copy shall also be sent to the Union office. No leave request shall be unreasonably denied.

21.15 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility

for such leave will be determined in accordance with *The Employment Standards Code* and regulations thereunder.

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

ARTICLE 22 JURY DUTY/JURY SELECTION/WITNESS LEAVE

22.01 All employees summoned to jury duty/ the jury selection process, or subpoenaed to appear as a witness in a matter not related to the employee or the employee's family, shall be paid wages amounting to the difference between the amount paid them for jury services/witnessing 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/witnessing for the rest of the day or days and fails to report back to work, or if jury duty/witnessing occurs on the employee's scheduled day off.

ARTICLE 23 BEREAVEMENT LEAVE

23.01 All employees shall be granted time off work with pay necessary to grieve, to a maximum of six (6) consecutive scheduled work days in the event of death of the employee's spouse (the Employer agrees to recognize common law spouse of the same or opposite sex after one (1) year), and child (including stepchildren and adopted children).

23.02 All employees shall be granted time off work with pay necessary to grieve, to a maximum of five (5) consecutive scheduled work days in the event of a death in the immediate family. The term "immediate family" shall mean parent, brother or sister, guardian (including stepparents and latest foster parents), grandparent, grandchild, fiancé or any member of the household (**including stepchild**).

23.03 All employees shall be granted time off work with pay necessary to grieve, to a maximum of three (3) scheduled work days, in the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, godchild, aunt, uncle, niece, nephew or cousin.

23.04 In addition to the above, employees will be allowed to access reasonable amounts of accumulated sick time, accumulated overtime or vacation owed in order to take a longer bereavement leave.

23.05 The Employer agrees to grant one (1) day off with pay to any employee who is asked to be a pallbearer or deliver a eulogy or to perform as a musician at a funeral and who does not qualify for leave under Articles 23.01, 23.02 or 23.03 above.

23.06 The Employer may grant up to one (1) day time off with pay to any employee to attend the actual funeral service of an elder, and who does not qualify for leave under Articles 23.01,23.02, 23.03 or 23.05 above. No request will be unreasonably denied.

23.07 Employees wishing to attend the funeral of a regular client may be granted bereavement leave dependent on the needs of the workplace. The Executive Director will determine if such leave is granted.

23.08 Employees may take one (1) of the bereavement days outlined in article 23.01, 23.02 and 23.03 for an event related to the death as long as the employer is advised of when that will be within the time of the original bereavement. The employer reserves the right to ask for supporting documentation.

ARTICLE 24 SICK LEAVE

24.01 Sick leave benefits shall be as contained in Appendix "A" of this Agreement.

ARTICLE 25 SENIORITY

25.01 Seniority shall be defined as the length of continuous service with the Employer and within a classification within the bargaining unit, since the most recent date of hire.

25.02 Seniority Accrual

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

25.03 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 or resigns;
- (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 seven (7) calendar days of receiving a registered letter at his last known address;

- (d) Is absent from work without a written leave of absence for more than three (3) consecutive working 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.

25.04 **Seniority, Fitness and Ability**

Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, relieving another employee in a higher paying classification, and recall after layoff, providing the more senior employee has the fitness, ability and qualifications to be able to perform the normal functions of the job.

Reverse order of seniority shall apply and be the governing factor in all matters of demotion, layoff, and reduction to part-time, providing the more senior employee has the fitness and ability to be able to perform the normal functions of the job.

A senior employee whose job has been deleted or had hours cut from their position can, if such employee so chooses, bump the junior employee from their job or hours of work if such senior employee has the fitness, ability and meets basic requirements to be able to perform the functions of the junior employee's job or hours of work.

25.05 Any employee promoted to a position outside of the bargaining unit shall be on a trial period for a period of one hundred and twenty (120) days. If the employee is not successful in their new position, or if the employee decides to return to their former job within the bargaining unit, the employee will be allowed to return to their former job at the end of the one hundred and twenty (120) days. Any employee who returns to the bargaining unit at the end of the one hundred and twenty (120) days shall do so without loss of seniority and benefits, but must give at least thirty (30) days' notice of their intention to do so.

25.06 **In January and July of every calendar year, the Employer shall post the full seniority list showing the seniority of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).**

25.07 The Employer shall provide the Union in January and June of each calendar year with an up-to-date seniority list, in Excel format, of all full-time and all part-time employees covered under the terms of the Collective Agreement. This seniority list shall include start date, seniority date, classification, rate of pay, FT/PT status, employee number and social insurance number of all bargaining unit employees including those on leave.

25.08 A separate seniority list shall be given to the shop stewards and posted on the bulletin board located on the Employer's premises. This seniority list shall include seniority date and classification of all bargaining unit employees including those on leave.

ARTICLE 26 JOB POSTING

26.01 In the event of a job vacancy, temporary promotion or a new job being created within the unit, the Employer shall post on the bulletin board and email to the Union notice of such vacancy within seven (7) calendar days of the position becoming vacant, which will be posted for a period of seven (7) calendar days, and shall be awarded within seven (7) calendar days of the completion of all interviews of applicants for the position, or other such time period as may be mutually agreed upon between the Employer and the Union.

Such notice shall include the job title of the vacant position, wage rate, the date the vacancy will be filled, whether full-time or part-time and the number of hours if part-time, the shift to be worked and a copy of the job description.

All employees within the bargaining unit shall have the right to apply for any vacant position.

In any event, the posting procedure outlined in this article may be waived by mutual agreement of the Employer and the Union.

26.02 In the event the successful applicant is an employee in the bargaining unit, and in the event that employee does not choose to, or cannot perform the normal requirements of the posted job, within one hundred and twenty (120) calendar days of being appointed to it, and after having the opportunity for a reasonable training and trial period within that one hundred and twenty (120) calendar days, such employee may return to their former position without loss of seniority, wage rate, or any applicable benefits, and any other employee reassigned as a result of this vacant position being awarded, shall be returned to their former position similarly. If an employee has vacated a position which has been discontinued, layoff may apply.

26.03 In the event of an employee being absent (such as maternity leave, vacation, injury, illness, etc.) the Employer shall be allowed to fill the vacancy on a term basis (such "term" basis not to exceed six (6) months) without posting the vacancy.

Such vacancies as indicated in the paragraph above shall be filled in accordance with Article 25.04.

The six (6) month time period may be extended in the event the term position is created to fill a vacancy occurring as a result of maternity/parental leave. Such term will then expire upon the expiry of the maternity/parental leave.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 The Employer agrees to give ninety (90) days' notice to the Union whenever new technology is introduced which has the effect of eliminating any bargaining unit position. The parties agree that the provisions of *The Labour Relations Act* respecting technological change (Sections 83, 84 and 85), shall have no application to this unit.

ARTICLE 28 WAGES

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

28.02 Pay day shall be every second Friday. Where pay day falls on an employee's day off, the employee may receive his or her pay early. Where pay day falls on a general holiday, pay day for that bi-weekly period shall be the Thursday immediately preceding the general holiday.

28.03 In the event of unforeseen circumstances such as a technical disruption interrupting the Employer's processes, the Employer will ensure that paycheques are provided no later than two (2) business days past the end of the pay period.

ARTICLE 29 COURT'S DECISION

29.01 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 30 REPRIMANDS

30.01 Notice of Reprimand, Disciplinary Action to Employees

The Employer agrees, when submitting written notices of warning, disciplinary action or dismissal, to give a copy to the employee concerned with a reason for same in full, and to send a copy to the Union office.

30.02 **Progressive Discipline**

The parties agree that disciplinary action should be implemented in stages under the terms of the following progressive disciplinary system:

- Step 1: verbal warning (confirmed in writing).
- Step 2: second written warning.
- Step 3: suspension.
- Step 4: discharge.

30.03 The parties acknowledge that there may be instances where the Employer may impose discipline which either condenses or prolongs the normal progressive discipline system.

30.04 In order for disciplinary action or discharge to be valid, the Shop Steward or, in the absence of a Shop Steward, the union representative, shall be present when a member of the bargaining unit:

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

30.05 In unusual circumstances where it is necessary for the Employer to advise the employee by mail of discharge, the Union office will be faxed a copy of such notice the same day the letter is mailed to the employee.

30.06 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file.

30.07 In order for a disciplinary action or discharge to be valid, a copy must be given to the Shop Steward in the Centre and a copy of such notice must be faxed to the Union office the same day the discipline or discharge is issued.

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

Employees covered by this Agreement may have visual access to their own personnel file once a year, upon written request by the employee involved. 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.

30.09 The Employer shall remove all written disciplinary notices from the employee's personnel file after eighteen (18) calendar months from the date of latest infraction. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

ARTICLE 31 ADJUSTMENT OF GRIEVANCES

31.01 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. If available, a Shop Steward shall be involved in all such discussions.

31.02 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.

31.03 All grievances shall be submitted in writing.

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

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

(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 Supervisor or his designate. The Supervisor 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 his Supervisor 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 Director. If the matter is not taken up within fourteen (14) 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.

31.05 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, selected in accordance with Article 32.

ARTICLE 32 ARBITRATION

32.01 If the Union and the Employer cannot reach an agreement, upon request of either party, the grievance shall be submitted to an arbitrator. The arbitrators are herein set forth on a rotating basis:

**Blair Graham
Gavin Wood
Colin Robinson
Karine Pelletier
Michael Green**

32.02 If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act, they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

32.03 The arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of his/her selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who shall appoint an arbitrator.

32.04 The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

32.05 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.

32.06 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as s/he deems 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.

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

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

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

32.10 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 Agreement.

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

32.12 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 his or her suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 33 BULLETIN BOARDS

33.01 The Employer will make space available to the Union on a bulletin board in each location for the purpose of posting notices directly relating to the employees. The Employer will contact the union representative if inappropriate material is posted on the bulletin board.

33.02 The Employer agrees to make space available on the bulletin board to the Union for a card indicating the names and photos of the Shop Steward, union representative and health and safety committee members. The size of the card is to be by mutual agreement between the Employer and the Union.

33.03 The Employer will permit the Union to supply and install its card or decal, provided however that such decal or card shall first be approved by management and shall be located as directed by the Manager. Such decal or card shall be displayed in a prominent position.

ARTICLE 34 JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

34.01 The Employer agrees to provide to the Union, within three (3) months of the signing of this Agreement, all job descriptions covered within the bargaining unit. These job descriptions shall be reviewed by the Union committee and the Union may propose changes to describe each job properly.

34.02 All employees will be given a copy of their most recent job description at the time of hire, upon a change to the job description or if an employee changes job classifications. Same shall be forwarded to the Union with the Union bearing the cost of mailing.

34.03 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 parties cannot reach agreement, at the request of either party the matter shall be submitted to the arbitration procedure in Article 32 of this Agreement.

**ARTICLE 35 NON-JOB RELATED ASSIGNMENTS
AND EMPLOYEE DIRECTION**

35.01 No employee covered by this Collective Agreement shall be required to act or be assigned to act in any non-Centre related capacity during regular working hours, unless they volunteer to do so.

35.02 In all situations involving the direction of employees, the employee shall take such direction from her designated supervisor, the Executive Director or their designate.

ARTICLE 36 CASH SHORTAGES

36.01 When handling of cash is required, the Employer shall designate one (1) employee and one (1) other designate to handle cash.

36.02 No employee may be required to make up cash shortages. The Employer will implement a Cash Management Policy, a current copy of which will be sent to the Union.

ARTICLE 37 RETIREMENT SAVINGS PLAN

37.01 The Employer will administer through payroll deductions, voluntary contributions to a retirement savings plan entitled 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 cases, no deduction will be paid. Such deductions will be remitted to the UFCW Retirement Savings Plan by the Employer on a monthly basis.

ARTICLE 38 PROFESSIONAL DEVELOPMENT

38.01 The Employer agrees to allow time off with pay for employees to attend pre-approved employment related workshops or seminars. If such workshops or seminars are held outside the city of Portage La Prairie, the employee will receive meal allowance and per diem as per Article 8.09 of the Collective Agreement.

ARTICLE 39 WORKERS COMPENSATION BENEFITS

39.01 The Employer will provide Workers Compensation Benefits for all employees.

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

39.03 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving any available sick pay benefits that are provided for in the Collective Agreement as soon as possible. The Employer will also facilitate an application for Employment Insurance benefits. In such instances the employee agrees that if their appeal is accepted by the Workers Compensation Board the Employer and Employment Insurance shall then be reimbursed for all monies owing to them, and the employee's sick bank will be restored.

39.04 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

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

ARTICLE 40 INTERIM DIRECTOR

40.01 In the event that the Executive Director position is temporarily vacant, the Executive Assistant or Administrative and Finance Director will be the designated senior management contact for the employees and for the Union until such time as a new Executive Director is in place.

ARTICLE 41 EXPIRATION AND RENEWAL

41.01 This Agreement shall be in effect from October 2, 2019 and shall remain in effect until October 1, 2022, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary 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.

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

41.03 When the required notice for termination or revision is given by either party, and where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lockout, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lockout, at which time this Agreement shall cease to be effective.

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 BENEFITS

A-1 Sick Days

A-1.01 Full-time employees shall accumulate ten (10) hours of sick pay for each full month of employment, to a maximum of two hundred (200) hours. The Employer may require a doctor's certificate from employees entitled to this benefit.

A-1.02 Part-time employees will accumulate six (6) hours of sick pay for each one hundred and seventy-three (173) hours worked, to a maximum of one hundred and fifty (150) hours. The Employer may require a doctor's certificate from employees entitled to this benefit.

A-1.03 Each month the Employer will provide employees with written notice of the total amount of their sick leave credits. Upon request, a copy of each such notice will be faxed to the union office.

A-1.04 Employees may utilize accumulated sick pay to attend any medical or dental appointments. Should an employee choose to use her accumulated sick pay for medical and dental appointments, these shall be granted in no less than one (1) hour increments.

A-1.05 In order to qualify for sick pay, employees must call the head office reception prior to their starting time or as soon as possible on the first day of absence. The said employee shall also indicate, when calling in, the estimated length of illness and must notify the Employer when ready to return to work. A message may be left on the voicemail if the receptionist is not available.

A-1.06 Unused sick pay shall not be compensated at the time of termination of employment.

A-1.07 The Union agrees to cooperate with the Employer in preventing abuse of sick leave, which shall be considered a serious disciplinary matter.

A-1.08 Family Illness/Injury Leave

In the event of an illness or injury occurring to an employee's family member, the employee may request and if so shall be granted access of up to ten (10) sick days in total per calendar year. The purpose of this leave shall be to enable employees to attend to the need of their ill, injured or ailing family member.

A-1.09 Under no circumstance will sick time accumulate during any extended leave of absence.

A-2 Group Insurance Plan

A-2.01 Effective May 1, 2011, the Employer agrees to offer a Group Insurance Plan for eligible employees in the bargaining unit who work twenty or more hours per week, which includes:

- Life Insurance
- Dependent Life Insurance
- Optional Life Insurance
- Basic Accidental Death and Dismemberment
- Optional Accidental Death and Dismemberment
- Extended Health Care, including Vision Care
- Emergency Travel Assistance
- Dental Care
- Employee Assistance Plan

To be eligible for group insurance plan benefits an employee must have completed **their probation period** and must be working twenty (20) or more hours per week.

A-2.02 Premiums for the Group Insurance Plan will be cost shared with the Employer and the employees, with the Employer paying 50% and the employee paying 50%. The Employer pays 100% of the premiums for vision care.

A-2.03 All eligible employees will be issued a Pay Direct Benefits Card that can be used for prescription drug, vision care and paramedical purchases.

A-2.04 The Employer agrees to give at least ninety (90) calendar days' notice to the employees and the Union if the Group Insurance plan is to be discontinued or changed.

A-3 RRSP Payroll Deductions

A-3.01 **The Employer will match up to three (3%) of an employee's contributions to the Employers Sunlife Group RRSP or the UFCW Great West Life RRSP plan.**

APPENDIX "B"

WAGE RATES

B-1

Classification	Current Rate Per Annum	New Rate Per Annum
Parent/Child Coordinator	\$30,700.00	\$31,250.00
Administrative Assistant	\$26,000.00	\$26,550.00
Employment Counsellor (Partners for Careers)	\$31,518.00	\$32,100.00
FASD Insight Mentor Manager	\$37,080.00	\$37,630.00
Insight Mentors	\$30,700.00	\$31,250.00
Administrative Youth Worker	\$29,000.00	\$29,550.00
Maintenance (P.F.C) (Rate Per Hour)	\$12.88	\$13.20

Note: The above annum wage rates will be pro-rated for full-time employees agreeing to work less than a five (5) day, seven (7) hours per day, work week.

B-2 **Employees** will receive 85% of the wages described in B-1. Following the completion of six (6) calendar months, the employee will receive 90% of the full wage rate. Following the completion of twelve (12) calendar months, the employee will receive 95% of the full wage rate. Following the completion of **twenty four (24)** calendar months, the employee will receive the full wage rate indicated above.

B-3 **Wage Reopener**

At any point new funding becomes available the Employer will contact the Union negotiator immediately upon receiving funding acknowledgement from the various funders. The Employer and Union will meet to establish the new rates based on the specifics of the funding. The Union will prepare the amended Appendix-B-1.

In the event the parties cannot agree on the new wages the matter may be referred to Article 32, Arbitration, of this Agreement.

B-4 **Retroactive Pay**

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

B-5 **Minimum Wage Adjustment**

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

APPENDIX “C”

HARASSMENT POLICY

Portage la Prairie Friendship Centre, in co-operation with our Union, is committed to a healthy harassment free work environment for all our employees. This policy is intended to prevent harassment of any type, including sexual harassment, of its employees and to deal quickly and effectively with an incident that might occur.

Definition of Personal Harassment

Personal Harassment occurs when an employee is subjected to unwelcome verbal or physical conduct because of ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity; age; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender determined characteristics or circumstances other than those included under “sex”; sexual orientation; marital or family status; source of income; political belief, political association or political activity; physical or mental disability or related characteristics or circumstance, including reliance on a guide dog or other animal assistant, a wheelchair or other remedial appliance or device.

Examples of harassment which will not be tolerated in the Portage la Prairie Friendship Centre are: verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts about any employee’s appearance, religious beliefs, colour, place of origin, mental or physical disabilities, ancestry, marital status, family status, source of income or gender. Portage la Prairie Friendship Centre also will not tolerate the display of pornographic, racist or offensive signs or images; practical jokes that result in awkwardness or embarrassment; unwelcome invitations or requests, whether indirect or explicit.

Definition of Sexual Harassment

Sexual Harassment occurs when an employee is subjected to unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term of, or condition of, an individual’s employment; or
2. Submission to, or rejection of, such conduct by an individual affects that individual’s employment.

Sexual harassment can include such things as pinching, patting, rubbing or leering, “dirty” jokes, pictures or pornographic materials, comments, suggestions, innuendoes, requests or demands of a sexual nature. The behaviour need not be intentional in order to be considered sexual harassment.

Abuse of Authority

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.

Harassment or abuse does not include giving direction, reprimanding employees, or correcting behavior. In providing direction, reprimands or instructions for correcting behavior, employees will be treated with dignity, respect and fairness.

All Harassment is offensive and in many cases it intimidates others. It will not be tolerated within our organization.

Procedure

If you are being harassed:

1. Tell the harasser his/her behaviour is unwelcome and ask him/her to stop.
2. Keep a record of incidents (date, times, locations, possible witnesses, what happened, your response). You do not have to have a record of events in order to file a complaint, but a record can strengthen your case and help you remember details over time.
3. File a complaint. If after asking the harasser to stop his/her behaviour, the harassment continues, immediately report the problem to one of the following individuals:
 - a. Executive Director
 - b. Union Representative

Dealing with a complaint

1. Once a complaint is received, it will be kept strictly confidential. An investigation will be undertaken immediately and all necessary steps taken to resolve the problem. If appropriate, action taken may include conciliation. If a complaint is filed through the union as a grievance, a meeting will be held with the union representative before and after the investigation.
2. Both the complainant and the alleged harasser will be interviewed, as well any individuals who may be able to provide relevant information. All information will be kept in confidence.

3. If the investigation reveals evidence to support the complaint of harassment, appropriate action will be taken against the harasser.
 - For bargaining unit employees, opportunity for training and rehabilitation may be provided and/or the harasser will be disciplined appropriately. Discipline may include transfer, suspension or dismissal, and the incident will be documented in the harasser's file.
 - If the harasser is a client or out-of-scope person, appropriate action may include no contact with complainant, referral to training and rehabilitation and/or suspension or removal from Portage la Prairie Friendship Centre.

No documentation will be placed on the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.

4. If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.
5. Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as, anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, and denial of opportunities within the workplace or harassment of any individual as a result of having made a complaint or having provided evidence regarding the complaint.

Responsibility of Management

It is the responsibility of a manager, or any person within Portage la Prairie Friendship Centre supervising one or more employees to take immediate and appropriate action to report or deal with incidents of harassment of any type whether brought to their attention or personally observed. Under no circumstances should a legitimate complaint be dismissed or downplayed nor should the complainant be told to deal with it personally.

Portage la Prairie Friendship Centre seeks to provide a safe, healthy and rewarding work environment for all of its employees. Harassment will not be tolerated within this organization! If you feel you are being harassed, please contact us.

Review of Harassment Policy

The joint Workplace Health and Safety Committee will review this Harassment Policy to ensure its compliance with provincial legislation. If changes are necessary, the new policy will replace this policy and will be distributed to the Union, the Employer and each employee.

EXHIBIT ONE
MEMBERSHIP APPLICATION – Portage Friendship Centre


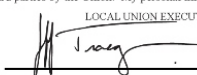
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 832 and PORTAGE LA PRAIRIE FRIENDSHIP CENTRE INCORPORATED contain the following statements:

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

“The Employer agrees to deduct from the wages of each employee such union dues, one (1) initiation fee and assessments as are authorized by the Union. The Employer further agrees to deduct the union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the 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 employees covered by this Agreement.”

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS 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	I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)	COMPANY NAME		
TELEPHONE NO./LOCATION		DEPARTMENT/NO.	CLASSIFICATION		EMPLOYER NO.	
				FULL-TIME	<input type="checkbox"/> CASUAL	
				PART-TIME	<input type="checkbox"/> OTHER	
I hereby certify that the information provided on this application is true and correct and that I agree to the above statements. I agree that all monies paid by me shall be for the United Food & Commercial Workers International Union and the United Food & Commercial Workers Local 832 Union to represent me for the purposes of collective bargaining and handling of grievances. I understand that the Union is authorized to disclose information to other directly or indirectly through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes 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 DATE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE: 		

X

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.