

**THOMPSON HOMELESS SHELTER INC.**

FROM: October 1, 2019  
TO: September 30, 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



# THOMPSON HOMELESS SHELTER INC.

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**EXPIRY DATE: Sept 30, 2022**

**AGREEMENT BETWEEN:**

**THOMPSON HOMELESS  
SHELTER INC.,** hereinafter  
referred to as the "Employer",

**AND**

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

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

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

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of Thompson Homeless Shelter Inc. in the City of Thompson, in the Province of Manitoba, save and except the Shelter Coordinator, Managers, and those above the rank of Manager, and those excluded by the Act.

1.02 The Employer shall provide the Union in April of each calendar year and whenever changes are made, with a list containing the names and classifications of all employees excluded from the Collective Agreement.

**ARTICLE 2**            **DEFINITIONS**

2.01                    **Full-time Employee**

A full-time employee shall be a person who is normally scheduled to work not less than seventy-two (72) hours bi-weekly, consisting of six (6) twelve (12) hour work days, but who is not a contract employee.

2.02                    **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than seventy-two (72) hours bi-weekly, but who is not a contract employee.

2.03                    **Promotion**

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

2.04                    **Demotion**

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

2.05                    **Layoff**

A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for seven (7) consecutive shifts due to lack of work.

2.06                    **Casual Employee**

A casual employee is a person who is called by the Employer to work on a casual and unscheduled basis. The terms of this Agreement shall not apply to casual employees, except as follows:

- (a) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (b) Casual employees required to work on a general holiday (as defined in this Agreement) shall be paid at the rate of one and one-half (1 ½) times the rate set out in (a) above.
- (c) Casual employees shall be entitled to overtime pay at the rate of one and one-half (1 ½) times the rate set out in (a) above.

- (d) Casual employees shall be subject to Union dues deductions as reasonably required by the Union in a non-discriminatory manner, e.g. based on the current schedule of Union dues.
- (e) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit Union dues for that period.
- (f) Casual employees reporting for work as requested by the Employer and being sent home for lack of work after less than three (3) hours shall receive a minimum of three (3) hours' pay at the basic rate.

2.07 **Contract Employee**

A contract employee is one who is hired to work on a specific project until completion of that project or for a specific period of time as determined by a contract or grant from a third party. The terms of this Agreement shall not apply to contract employees.

**ARTICLE 3 NO CONTRACTING OUT**

3.01 No bargaining unit employee will be laid off as a direct consequence of the contracting out of any work normally performed by employees of the bargaining unit.

**ARTICLE 4 UNION SHOP**

4.01 The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

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 employee their responsibility in regard to the payment of Union dues and initiation fees.

4.03 The Employer shall forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter.

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

## **ARTICLE 5 DEDUCTION OF UNION DUES**

5.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the 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 shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28<sup>th</sup>.

5.03 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 A newly hired employee shall be on probation for their first three hundred and sixty (360) hours of actual work. 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. The probationary period may be extended by the Employer with the agreement of the employee and the Union.

## **ARTICLE 7 HOURS OF WORK**

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

The basic work week for full-time employees shall normally be seventy-two (72) hours bi-weekly, consisting of six (6) twelve (12) hour shifts.



7.02 **Consecutive Hours of Work**

Inclusive of the meal period, where applicable, an employee's shift for the day shall be consecutive hours or work.

7.03 **Work Schedules**

The Employer shall post a three (3) month work schedule for all employees every three (3) months. Such schedule shall be posted not less than fourteen (14) calendar days prior to the expiry of the last posted schedule. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. Said schedule may be changed without notice in the event of emergencies, sick leave coverage, or changes made at the request of an employee. In all other cases, either at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay at the employee's appropriate hourly rate of pay must be paid in lieu of such notice.

**ARTICLE 8 MEAL AND REST PERIODS**

8.01 Employees working twelve (12) hour shifts will be entitled to take breaks at their discretion during the course of each shift. Such breaks shall total no more than sixty (60) minutes per twelve (12) hour shift, and shall not be taken at such times when the breaks could be reasonably foreseen to cause an interruption of Employer operations. All such breaks will be paid.

8.02 Employees are expected to remain on the Employer's premises during their paid breaks.

**8.03 The Employer will make every effort to insure employees have coverage for breaks.**

**ARTICLE 9 OVERTIME AND VACANT SHIFTS**

9.01 All time worked in excess of twelve (12) hours in any one (1) day or in excess of seventy-two (72) hours in bi-weekly period shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

9.02 Overtime and vacant shifts shall be offered to employees in a manner that minimizes overtime costs for the Employer. Priority shall be as follows:

- (a) Casual or part-time employees who will not attract overtime by virtue of working that shift will be offered the shift first;

- (b) If the shift(s) cannot be filled through (a), then full time employees may be used to fill the shift, where the full time employee will not attract overtime by virtue of working the shift, and the full-time employee has the current ability to do the job;
- (c) If the shifts are not filled through (a) or (b), the shift will be offered to the employee who has the current ability to do the job and who will attract the least amount of overtime by virtue of working the shift. If two or more employees will attract the same amount of overtime, the shift will be offered first to the senior employee;
- (d) If the shifts are not filled through (a), (b), or (c), then the Employer may require employees to work the shift. In such cases, the Employer will require the most junior available employee to work the shift, provided the employee has the current ability to do the job.

**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 |
| Victoria Day   | Remembrance Day  |
| Canada Day     | Christmas Day    |
|                | Boxing Day       |

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

10.02                      In order to qualify for a holiday or for holiday pay, the employee must have:

- (a) worked their first scheduled work day before and the day after the holiday, unless ill (supported by a medical certificate, if requested) or on excused absence due to accident or other reason; and
- (b) reported to work on the holiday if called to work by the Employer except where the employee is ill (supported by a medical certificate, if requested), dismissed or laid off.

10.03                      If a general holiday occurs during an employee's vacation, the employee shall be deemed not to have used a day of vacation entitlement for that day.

10.04 All employees shall receive pay at their regular hourly rate of pay for each general holiday. Pay shall be with respect to the hours the employee would have normally worked on the day of the holiday. If the holiday falls on a day which the employee would not normally have worked, pay shall be with respect to the average number of hours that the employee worked per shift over the four (4) week period preceding the holiday. Therefore, if the employee's average shift is twelve (12) hours, the employee will be paid for twelve (12) hours with respect to the holiday.

10.05 When an employee works on a general holiday, the employee will receive, first of all, the amount of pay he would have received had he not worked on that day, plus time and one-half (1 ½) for all time worked.

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

11.01 No employee shall be called in to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

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

12.01 Any employee who relieves a person outside of the scope of this Agreement or any employee who performs work in a classification that is outside the scope of this Agreement, shall receive fifteen (\$15.00) dollars for each such shift or portion of a shift worked in excess of fifteen (15) minutes, in addition to their regular hourly rate of pay. No bargaining unit employee shall be required to perform any such work, or entitled to any such pay unless they have been specifically requested to do so by the Employer.

#### **ARTICLE 13 VACATIONS**

13.01 The vacation year shall be April 1<sup>st</sup> to March 31<sup>st</sup>.

13.02 Annual vacation shall be earned as shown below:

- Two (2) weeks after completing one (1) year of service
- Three (3) weeks after completing three (3) years of service
- Four (4) weeks after six (6) years of service
- Five (5) weeks after ten (10) years of service

13.03                    Vacation entitlement for an employee who has completed less than one (1) year of continuous employment as of March 31<sup>st</sup> shall be determined by a pro-rata calculation based upon the above entitlement and the regular hours worked to March 31<sup>st</sup>.

13.04                    Vacation pay will be based on accumulated hours in the previous vacation year, exclusive of overtime and vacation.

13.05                    The Employer will post a projected vacation entitlement list no later than February 1<sup>st</sup>. Employees shall indicate in writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. All of the employees' vacation shall be chosen at this time except for five (5) days for the purpose of taking such time off for personal reasons such as religious observance or special occasions as long as adequate notice is given in order to accommodate scheduling. Priority in the selection of dates shall be given to employees having the most seniority. An employee who fails to indicate his/her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time where other employees have indicated their preference.

                              Taking into account the operating requirements of the shelter, the Employer shall be responsible for posting the vacation schedule by April 30<sup>th</sup> of each year.

                              An employee who fails to indicate their choice of vacation dates in accordance with the foregoing shall have their vacation scheduled by the Employer.

13.06                    Employees entitled to a two (2) week vacation will receive four (4%) percent of regular wages exclusive of overtime and vacation pay earned in lieu of vacation on termination; those qualifying for three (3) week vacation shall receive six (6%) percent; those qualifying for four (4) week vacation shall receive eight (8%) percent; those qualifying for five (5) week vacation shall receive ten (10%) percent.

13.07                    Vacation will be scheduled in continuous one (1) week periods, unless otherwise mutually agreed between the employee and the Employer. Vacation entitlement is to be spent in each year and not be carried forward under any circumstances. The vacation schedule is not to be altered except with the written approval of the Employer.

13.08                    An employee who becomes confined to their home or the hospital due to an illness or injury that occurs while they are on vacation may file a claim for paid sick leave and the balance of the employee's vacation shall then be rescheduled following their return to work.

13.09                    Vacation pay shall be paid to employees on every pay cheque as a percentage of gross wages calculated in accordance with sub-articles 13.04 and 13.06 hereof.

13.10 A part-time employee proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

**13.11 In addition to all vacation time outlined above, employees will receive one (1) personal wellness day on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year. In order to qualify for the quarterly wellness day an employee must have worked the three (3) months prior to the date of accrual. When an employee would like to use their wellness day they will give the employer a minimum of two (2) weeks' notice in writing.**

#### **ARTICLE 14 MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, classify, promote, demote, lay-off, recall and discipline employees, provided that a claim of discriminatory promotion, demotion, lay-off or transfer, or a claim that a non-probationary employee has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- (c) generally to manage the Employer's operations and, without restricting the generality of the foregoing, to plan, direct and control operations, direct the work force, determine the nature and kind of business carried out by the Employer; determine the number of personnel required from time to time; determine the services to be performed and the methods, procedure and equipment in connection therewith; to schedule work and shifts and to assign work; to determine the job content and classification and to determine the number of employees in the classification; to set the volume levels and quality of work to be performed; and to designate the place of work, the curtailment or cessation of operations in whole or in part.

The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore retains all rights, power or authority in management not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights is subject to the provisions of this Agreement.

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

## **ARTICLE 15 NOTICE OF LAYOFF/CLOSURE/SEVERANCE PAY**

15.01 The Employer shall notify all employees who are to be laid off fifteen (15) calendar days or in accordance with *The Employment Standards Code*, whichever is greater, prior to the effective date of the layoff or shall award pay in lieu thereof.

15.02 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of lay-off and each two (2) months thereafter.

15.03 A person who is laid off must communicate with the Employer within fourteen (14) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

15.04 The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) if the person did not communicate with the Employer as specified in this Article; and
- (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

15.05 Notice of lay-off shall be given by personal service or by registered mail to the employee and a copy of the notice will be provided to the Union.

### **15.06 Notice of Closure**

The Employer shall notify all employees who are to be permanently laid off by closure of all or any portion of the Employer's operation, sixty (60) calendar days prior to the effective date of such closure or shall award pay in lieu thereof. In instances where the law provides for greater notice of lay-off than sixty (60) calendar days, the Employer shall provide notice or pay in lieu of notice in accordance with *The Employment Standards Code*.

## **ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE**

16.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

16.02 Any employee who attends a meeting outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or three (3) hours' pay.

## **ARTICLE 17 STRIKES AND LOCKOUTS**

17.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

## **ARTICLE 18 UNION REPRESENTATIVE'S VISITS**

18.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

18.02 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow each employee up to five (5) minutes of paid time off in order to meet with the full-time Union Representative.

18.03 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. Any such meeting shall take place in a location designated by the Employer that is acceptable to the Union.

18.04 Union Representatives shall provide as much notice as possible of any visits to the workplace.

## **ARTICLE 19 SHOP STEWARDS**

19.01 The Employer shall recognize all Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to present complaints and/or grievances to management. The Union shall notify the Employer, in writing, of any changes in appointment of Shop Stewards.

19.02 Providing permission has been obtained in advance from the Employer, Shop Stewards shall be allowed reasonable time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances. No more than one (1) Shop Steward will be allowed time off at any one time in order to investigate grievances or potential grievances.

19.03 The Employer shall not discriminate against any member of the bargaining unit for exercising his/her rights under the terms of the Collective Agreement.

19.04 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty. The Shop Steward badge will attach by sticker or magnetic strip.

## **ARTICLE 20 LEAVES OF ABSENCE**

### **20.01 Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee at the Employer's sole discretion. If the leave is for a period of one (1) calendar week or more, a written application must be made by the employee to the Employer and 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.

### **20.02 Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Three (3) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

### **20.03 Union Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed five (5) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) calendar days before the requested leave is to commence.

### **20.04 Negotiation Leave**

The Employer shall allow one (1) employee time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.



20.05

**Family Leave**

An employee who has been employed for at least thirty (30) days may take up to five (5) days of unpaid Family Leave each year, but only to the extent that the leave is necessary

- (a) for the health of the employee; or
- (b) for the employee to meet their family responsibilities in relation to a:
  - (i) spouse, common law partner or same sex partner;
  - (ii) child, parent, brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
  - (iii) spouse, common law partner, or same sex partner of a person set out in (ii);
  - (iv) persons set out in (ii) and (iii) as they relate to the employee's spouse, common law partner; or same sex partner or
  - (v) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage, common-law or same sex relationship.

An employee wishing to take Family Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee taking Family Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Family Leave.

20.06

**Jury Duty Leave**

All employees summoned to jury selection or jury duty shall be granted an unpaid leave of absence without loss of seniority for the required period.

20.07

**Witness Leave**

All employees required to appear in court as a witness on behalf of the Employer shall be paid wages amounting to the difference between the amount paid

to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

20.08                    **Bereavement Leave**

An employee who has been employed for at least thirty (30) calendar days may take up to five (5) **non-consecutive** scheduled days of Bereavement Leave, on the death of a:

- (a) spouse, common law partner or same sex partner,
- (b) child, parent, brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, grandparent, current or former foster parent, current or former foster child, ward or guardian;
- (c) spouse, common law partner or same sex partner of a person set out in (a) above
- (d) persons set out in (b) and (c) as they relate to the employee's spouse or common law partner; or
- (e) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage, common-law or same sex relationship.

Leaves taken with respect to persons set out in (a) or (b) above shall be paid. Leaves taken with respect to persons set out in (c), (d) or (e) shall be unpaid.

Before taking a leave under this Article, the employee must give the Employer notice of the amount and timing of the leave to be taken, **when** and of the death to which it relates. . **If future arrangements are unknown at time of death the employee will notify the employer within three (3) months of the date of death as to when any un-used time will be taken.** If requested by the Employer, the employee must also provide evidence of their entitlement to the leave. **Under some circumstances the employer may require documentation to substantiate the death.**

20.09                    **Maternity Leave**

A female employee who has been employed by the Employer for at least seven (7) consecutive months shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a Medical Practitioner's certificate, certifying her to be medically fit to work.

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

## 20.10 Parental Leave

### (A) Entitlements

Every employee who has been employed by the Employer at least seven (7) consecutive months

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) in the case of an employee, becomes the natural parent of a child or assumes actual care and custody of a newborn child, or
  - (iii) 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 without pay, consisting of a continuous period of up to **sixty-three (63)** weeks.

### (B) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first (1<sup>st</sup>) anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

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

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

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

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with sub-articles 20.09 and 20.10 shall be reinstated in the position occupied at the time such leave commenced, unless the Employer lays off the employee or terminates his/her employment or fails to reinstate for reasons unrelated to the leave.

20.11 **Paternity Leave**

Male employees shall be granted a three (3) days paternity leave of absence without pay which must be taken within seven (7) calendar days following the birth of their child. Paternity leave shall be in addition to any parental leave the employees may be entitled to.

20.12 **Compassionate Care Leave**

An employee shall receive Compassionate Care Leave without pay of up to twenty-eight (28) weeks subject to the following conditions:

- (a) An employee must have completed ninety (90) days' employment as of the intended date of leave unless otherwise agreed to by the Employer;
- (b) An employee must apply in writing one (1) week prior to taking the leave or a shorter period if circumstances warrant;
- (c) An employee may take no more than two (2) periods of leave totalling 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) This leave is intended to enable an employee to provide care and support to a seriously ill family member;
- (e) For an employee to be eligible for leave, a Medical Practitioner must issue a certificate stating that:
  - (1) 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 is issued; or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members;
- (f) "Family member" means spouse, common-law partner, same sex partner, child, child of spouse, common-law partner or same sex partner, parent, spouse, common-law partner, same sex partner of parent, or any other family member included by regulation under *The Employment Standards Code* of Manitoba;
- (g) An employee may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer forty-eight (48) hours' notice; and
- (h) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

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 sub-article 20.08, Bereavement Leave, of this Collective Agreement.

20.13                    **Reservists' Leave**

Eligible employees will be entitled to an unpaid leave for reservists in accordance with *The Employment Standards Code*.

20.14                    **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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The Employer may require a medical certificate to confirm that the employee is fit to return to work.
- (e) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

20.15                    **Domestic Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.

- (b) Employees may use Domestic Violence Leave to:
  - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence
  - (ii) obtain services from a victim services' organization
  - (iii) obtain psychological or other professional counselling
  - (iv) temporarily or permanently relocate to a safe place
  - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.
- (c) There are two (2) parts to Domestic Violence Leave. One (1) 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.
- (d) Employees are entitled to be paid to a maximum of 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 shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.
- (f) An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.

- (h) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

20.16

**Critical Illness of a Child Leave**

An employee shall receive Critical Illness of a Child Leave without pay work for up to thirty-seven (37) weeks to allow them as a parent to provide care and support for a critically ill child who is under eighteen (18) years of age, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
  - (i) a parent of a child;
  - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
  - (iii) a person with whom the child was placed for the purposes of adoption;
  - (iv) the guardian or foster parent of a child; or,
  - (v) 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.

A critically ill child is defined as a child under eighteen (18) years old with a life-threatening illness or injury for which continued parental care or support is required. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

- (b) Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.



- (d) Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

20.17

**Disappearance or Death of a Child Leave**

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), 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, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
  - (i) a parent of a child;
  - (ii) the spouse, common-law partner or same sex partner of a parent of a child;
  - (iii) a person with whom the child was placed for the purposes of adoption;
  - (iv) the guardian or foster parent of a child; or,
  - (v) 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.
- (b) Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.

- (d) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

20.18

**Organ Donation Leave**

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.
- (b) 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.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.
- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) 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, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

20.19

### **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this Article shall be made in writing. Except in cases of an emergency, the employee shall provide the Employer a minimum of two (2) weeks' notice in regard to such requests. The Employer shall reply in writing within three (3) calendar days of the request.

**20.20** In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* requirements and Regulations thereunder as of the date of ratification.

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

## **ARTICLE 21 SENIORITY**

21.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

21.02 Seniority will continue to accrue during all paid and unpaid authorized leaves of absence, during all layoffs, during vacations and during all periods of sickness and/or injury.

21.03 Seniority and employment within the bargaining unit will terminate if an employee:

- (a) is discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) resigns or voluntarily quits;
- (c) has been laid off continuously for a period of fifty-two (52) weeks;
- (d) is called back to work after layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to their last known address, or does not communicate with the Employer as required by Article 15.
- (e) is absent from work for five (5) consecutive working days without a written leave of absence, unless a satisfactory reason is given by the employee. True inability to communicate with the Employer shall be considered satisfactory reason; or

- (f) fails to return to work on the completion of an authorized leave of absence without a reasonable explanation satisfactory to the Employer; or
- (g) is absent from the workplace due to illness or disability, however caused, for a period of two (2) years, excluding an employee who is in receipt of Workers Compensation benefits, for any period including a period in excess of two (2) years; or
- (h) is on long term disability longer than twenty-four (24) months.

21.04 In all matters of promotion within the bargaining unit, awarding of a new full-time position or vacant position within the bargaining unit, relieving another employee in a higher paying classification within the bargaining unit, and recall after layoff, where fitness, ability and reliability are relatively equal, seniority shall be the governing consideration, providing the more senior employee has the ability to perform the normal functions of the job.

In all matters of non-disciplinary demotion, layoff and reduction to part-time, where fitness, ability and reliability are relatively equal, reverse seniority shall be the governing consideration, providing the more senior employee to be retained has the ability to perform the normal functions of the job.

21.05 Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall maintain seniority for a period of three (3) calendar months. This employee shall cease all association with the Union, including payment of Union dues. Commencing with, and included in the acceptance of the non-bargaining unit position, the employee will be placed on probation for a period of three (3) calendar months of actual work. During this period, with ten (10) days' working notice, the employee shall be entitled to return to the bargaining unit and his/her former position and rate of pay. During the probationary period, the Employer shall also have the right to return the employee to his/her former position and rate of pay. Employees who remain outside of the bargaining unit beyond the probation period shall be deemed to have left Union membership.

21.06 No new employees shall be hired by the Employer so long as there are qualified part-time employees who have the immediate ability and who are willing to perform the work required without incurring overtime, or so long as there are employees who are on layoff status who have the immediate ability to do the job and who are willing to perform the work required.

21.07 The Employer shall give fourteen (14) calendar days' notice in writing or fourteen (14) calendar days' pay in lieu thereof, or any combination of notice or pay in lieu to any employee whose status is to be changed by the Employer from full-time to part-time.

21.08 The most senior part-time employee first and thereafter in descending order of seniority will be scheduled on a bi-weekly basis for at least as many hours as any junior part-time employee, providing the employee is available and willing to work the hours. This provision applies only to regularly scheduled hours and does not apply to additional hours including: overtime or call-in hours.

21.09 **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)**

## **ARTICLE 22 SAFETY AND HEALTH**

22.01 The Employer shall establish 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 as required. The committee shall be comprised of two (2) members chosen by the Union and two (2) management persons. A full-time Union Representative may attend these meetings from time to time, upon the provision to the Employer of reasonable notice. Where the Union Representative attends a meeting, the Employer shall be entitled to have an additional representative present, to keep the representation of the Union and Employer the same. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be provided with a copy of these minutes. The chairperson of this committee shall alternate between Employer and Union representatives from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

22.02 All employees of the Joint Labour/Management Safety and Health Committee shall receive the necessary time off with pay when attending meetings or conducting safety tours in accordance with sub-article 22.01 above.

22.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Union shall provide at least fourteen (14) calendar days' written notice of any such seminars, courses or conferences. Employees attending such seminars, courses or conferences shall be paid the number of hours the employee normally works during their normal shifts.

22.04 First aid stations shall be provided for and maintained at the Employer's premises and shall be available for employees to use when they are at work.

22.05 The Employer shall provide each employee in the bargaining unit with a mail slot to enable said employee to store pay stubs, notices and letters.

22.06 The Employer shall ensure that kitchen amenities include a coffee maker, microwave oven, fridge, stove, and sink for employees to use.

22.07 **Notice of Injury**

In the event an employee is injured due to an event arising out of, and in the course of employment, if medically possible, the injured employee will be promptly assisted by the Employer and fill out a notice of injury form. A copy of said form shall be provided to the injured employee immediately following the report of the incident. The notice of injury form will be in compliance with the Manitoba Workers Compensation Act.

**ARTICLE 23 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

23.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement.

23.02 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.

23.03 New or rehired employees may be classified according to previous comparable experience for the purpose of establishing wage rates, at the Employer's sole discretion.

23.04 Employees shall be paid prior to noon of every second Friday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Sunday.

## **ARTICLE 24            DISCIPLINE/DISCHARGE**

24.01            A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present at any meeting where a member of the bargaining unit is being disciplined or is being discharged. If practicable, a full-time Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing s/he is readily available to do so.

24.02            Where practicable, all disciplinary meetings shall be held in private and shall take place in a location on the Employer's premises.

24.03            The affected employee and the Union, shall be given, faxed or e-mailed a copy of any notice of discipline or discharge which is to be entered on an employee's personnel file within forty-eight (48) hours of the event. Where requested, the Employer shall advise the affected employee and the Union in writing, of the reasons for taking such action.

24.04            Employees covered by this Agreement shall have access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file at their own cost when requested and a copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

## **ARTICLE 25            ADJUSTMENT OF GRIEVANCES**

25.01            Any dispute between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

25.02            Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall supply such information in writing to the Union as soon as practicable, and ideally, within ten (10) calendar days from the date of the request.

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

25.04            All grievances must be submitted in writing.

25.05 It is agreed that an attempt should be made to resolve complaints or disagreements through discussion prior to a formal grievance being submitted. If this is not possible, the procedure for adjustment of grievances shall be as follows:

**STEP 1:** By a discussion between the employee and the Shop Steward and/or Union Representative with the Project Co-ordinator or their designated appointee. The Project Co-ordinator or their designated appointee shall reply to the grievance in writing, to the Union, within ten (10) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:** The Union Representative or Representatives may take the matter up with the Employer official designated by the Employer to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

25.06 If a satisfactory settlement cannot be reached, then upon request of either party within ten (10) 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 26.

25.07 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept his/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.

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

25.09 Any grievance not submitted or forwarded within the time limits provided herein shall be deemed to have been abandoned and will not be arbitrable.

25.10 A grievance may be filed by the Employer, and the grievance procedure set out above will apply with any necessary modifications.



## **ARTICLE 26      ARBITRATION**

26.01                    If the Union and the Employer cannot reach a settlement, then at the request of either party, the matter shall be referred to a single Arbitrator as indicated in sub-article 26.02.

In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services. Any cost of a mediator will be shared equally by both parties.

It is agreed that disputes which are carried to the arbitration stage shall be referred to a single arbitrator. The parties agree that the following persons shall be called to arbitrate on a rotation basis and in order of their listing:

William Hamilton  
Michael Werier  
Blair Graham, Q.C.  
Gavin Wood

Should all listed persons be unwilling or unable to serve when so approached, an unlisted person will be appointed by the Manitoba Labour Board. Persons selected under this Article or persons who when requested to serve are unable to do so, shall be rotated to the bottom of the list.

26.02                    Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty (30) calendar day or ninety (90) calendar day requirement, or in the event that none of the Arbitrators listed above are available to meet within the thirty (30) calendar day requirement or ninety (90) calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the thirty (30) calendar day requirement, or ninety (90) calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty (30) calendar days to render a decision in writing in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to them other than suspensions or terminations.

26.03                    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.

26.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as deemed essential to a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement.

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

26.06 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.

26.07 The findings and decisions of the Arbitrator shall be final, binding and enforceable on all parties involved.

26.08 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.

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

## **ARTICLE 27 BULLETIN BOARD**

27.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

## **ARTICLE 28 HEALTH AND WELFARE BENEFITS**

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

## **ARTICLE 29            LABOUR/MANAGEMENT RELATIONS**

29.01            A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards from the Union and representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, although these meetings will generally not be more frequent than once per quarter. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

29.02            Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall be provided with a copy of these minutes, upon request. The chairperson of this committee shall alternate between Employer and Union representatives from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 30            WORKERS COMPENSATION BENEFITS**

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

30.02            Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours s/he 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 31            HARASSMENT/ABUSE**

31.01            The Employer will develop a policy on Harassment/Abuse and will consult with the Labour/Management Relations Committee in that regard. The Labour/Management Relations Committee will be consulted should the Employer make any changes to the policy during the life of this Agreement.

## **ARTICLE 32            ORIENTATION MEETING**

32.01            The Employer shall allow new employees ten (10) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place at a time mutually agreeable to the Shop Steward and the Employer, and, where possible, during one of the employee's first six (6) shifts working for the Employer.

## **ARTICLE 33            UNIFORMS**

33.01            The Employer shall supply each employee with four (4) shirts with appropriate identifying markings to wear during working hours. The Employer shall replace these shirts annually. Shirts provided under this Article shall be returned to the Employer upon termination of employment for any reason.

## **ARTICLE 34            JOB TRAINING**

34.01            The Employer shall pay the tuition and material costs for any courses or training that the Employer requires the employee to attend. **The Employer shall also pay the employee at their regular hourly rate for all hours spent in any required training or re-training. Employees must attend all scheduled training, failure to attend without a bona fide reason may result in discipline.**

## **ARTICLE 35            CONCILIATION/ INTEREST ARBITRATION**

35.01            The Employer and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of the Collective Agreement and the Employer and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of the existing Collective Agreement.

35.02            The Employer and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

35.03            Should the Employer and Union reach an impasse in negotiations for the renewal of this Agreement, either party may request the Minister to appoint a conciliator pursuant to *The Manitoba Labour Relations Act*. The Employer and Union agree to commence conciliation, and to make every reasonable effort to reach agreement on the provisions for the renewal of this Agreement.

35.04 Should the Conciliation officer file a report indicating that in their opinion it is unlikely that the parties will reach a negotiated settlement, the Employer and the Union agree to extend this Agreement in its entirety and to forgo the right to strike or lockout. All outstanding matters shall then be submitted to arbitration as hereinafter provided:

- (a) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- (b) 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 *The Manitoba Labour Board* to make the appointment.
- (c) 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.
- (d) Where either the Employer or the Union requests that the Arbitrator convene an oral hearing, the Arbitrator shall convene such hearing.
- (e) Article 26 shall apply to an arbitration under this Article, with such modifications as the circumstances require.

35.05 This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Employer and the Union.

## **ARTICLE 36 COURT'S DECISION**

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

## **ARTICLE 37 EXPIRATION AND RENEWAL**

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

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

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

**SIGNED THIS DAY OF , 2019**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### HEALTH AND WELFARE BENEFITS

#### A-1 Paid Sick Leave Benefits

A-1.01 "Sick leave" means the period of time an employee is absent from work with full pay by virtue of being sick.

A-1.02 A paid sick leave benefit shall accrue to each full-time employee at the rate of twelve (12) hours per full month of continuous service until a maximum of one hundred and forty-four (144) hours has been accrued.

A-1.03 A paid sick leave benefit shall accrue to each part-time employee at the rate of twelve (12) hours for each one hundred and fifty-six (156) hours worked and/or paid until a maximum of one hundred and forty-four (144) hours has been accrued.

A-1.04 Employees are required to make medical or dental appointments outside of working hours. Where this is not possible due to specialist appointments, the employee may access accumulated sick leave provided s/he informs his/her supervisor immediately upon learning of the appointment.

A-1.05 An employee who will be absent from work in accordance with Appendix A-1.01 shall be responsible to give direct notice to their supervisor as follows:

Prior to the day shift – three (3) hours

Prior to the night shift – four (4) hours

An employee who does not provide notice as above, without valid reason, may not be entitled to sick leave.

"Direct notice" is defined as verbal contact between the employee and his/her supervisor, including voice messages left on the employee's supervisor's cellular telephone, but does not include one-way written messages or voice messages other than as set out herein.

A-1.06 An employee undergoing elective surgery must give seven (7) days' notice except in cases of emergency or when the surgery date has been moved up.

A-1.07 The Union agrees that in cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer. The Union further agrees to work with management in the review of sick leave utilization.

A-1.08 The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's illness, fitness to return to work, to determine the approximate length of illness, or in cases where the pattern of absence or

circumstances surrounding the absence would cause the Employer to question the validity of the absence. Failure to provide such a certificate when requested will disqualify an employee from sick leave benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. The Employer will cover any costs over twenty dollars (\$20.00) associated with medical notes or reports that it requires.

## **A-2 Health and Welfare Benefits**

A-2.01 The Employer shall arrange, and pay fifty (50%) percent of the premiums, for the following benefits: a group life insurance plan, health and welfare benefits and dental plan, for its employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan.

A-2.02 The Employer shall provide the Union with a copy of all employee health and welfare benefit master plan text and amendments.



**APPENDIX "B"**

**WAGES**

**B-1 Wage Scale**

Start	\$12.00
Completion of 1 Year	\$13.00
Completion of 2 Years	\$14.50

**B-2 Employees Hired Prior to September 13, 2016**

Effective July 1, 2016, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.

Effective July 1, 2017, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.

Effective July 1, 2018, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.

**Effective October 1, 2019, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.**

**Effective October 1, 2020, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.**

**Effective October 1, 2021, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of September 13, 2016 shall receive twenty-five (25¢) cents per hour wage increase.**

**Employees Hired After September 13, 2016 up to October 1, 2019**

**Effective October 1, 2019, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of October 1, 2019 shall receive twenty-five (25¢) cents per hour wage increase.**

**Effective October 1, 2020, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of October 1, 2019 shall receive twenty-five (25¢) cents per hour wage increase.**

**Effective October 1, 2021, all active employees who are on the payroll at start rate, top rate, over scaled or on the progression as of October 1, 2019 shall receive twenty-five (25¢) cents per hour wage increase.**

**B-3 Off-Scale Language**

Any employee who is placed at an off-scale rate as a result of any wage increase referred to above will remain at that off-scale rate until their service qualify them for the next higher rate in the wage scale.

**B-4 Retroactive Pay**

All employees in the bargaining unit on the date of ratification shall receive full retroactive pay to **September 30, 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 ratification of this Agreement and shall be identified as a separate line item on each employee's cheque stub.

## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local No. 832**, and **Thompson Homeless Shelter Inc.** contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.”

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. The deduction of Union dues shall be made from the first (1<sup>ST</sup>) payroll of each month or in the case of a percentage Union dues structure, every payday, and shall be forwarded to the Secretary-Treasurer of the Union within two (2) weeks, accompanied by one (1) list of names of those employees from whose salaries deductions have been made and the amount of such deductions. The Union shall notify the Employer in writing of any changes in the amount of Union dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.”

Please complete a Membership Application immediately and return it to your Employer so they can forward it to UFCW, Local No. 832 Union Office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		<b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize to use my	
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)		
COMPANY NAME		TELEPHONE/LOCATOR		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 my application for membership in the United Food & Commercial Workers International Union and Local No. 832 is true. I agree that all monies paid by me shall be first-handled and processed through the Local Union Office. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures of the Union. I agree to provide the Union with my personal information for the purposes of 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. 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.							
APPLICANT'S SIGNATURE				DATE SIGNED			
X				LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:			

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