

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS LOCAL 2034**

FROM: July 19, 2019  
TO: July 18 2023

# 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 stylized with a long horizontal line extending to the right.

Jeff Traeger,  
President UFCW Local 832



# INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2034

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**EXPIRY DATE: July 18, 2023**

**AGREEMENT BETWEEN:**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2034**, 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 and exclusive agency for all Assistant Business Managers, Local Union Representatives, Interns, Summer Students, Education and Communication Officers employed by the International Brotherhood of Electrical Workers Local 2034, in the City of Winnipeg, in the Province of Manitoba, save and except Clerical Support Personnel and Elected Officials of the International Brotherhood of Electrical Workers Local 2034 and those excluded by the *Act*.

1.02            In the event of the Business Manager in full-time employ of IBEW Local 2034, vacates their respective office, they shall automatically become a member of the bargaining unit, with full seniority rights dating back from their original date of hire with their Local Union or previous Local Union. It is understood that no full-time Union Representative shall be laid off, or reduced to part-time as a result of said return to the bargaining unit.

1.03 The Employer shall provide the Union in January and July 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.

1.04 The Employer shall provide the Union in January and July, of each calendar year, with an electronic Excel list containing the current names, Social Insurance Numbers, employee numbers, addresses, telephone numbers, classifications, status and rates of pay of all bargaining unit employees.

## **ARTICLE 2**      **DEFINITIONS**

### 2.01      **Full-time Employee**

A full-time employee shall be a person who is paid seventy-three point seven (73.7) basic hours bi-weekly (one thousand nine hundred and sixteen (1916) hours annually over twenty-six (26) week pay periods).

### 2.02      **Part-time Employee**

A part-time employee shall be a person who is paid less than seventy-three point seven (73.7) basic hours bi-weekly (one thousand nine hundred and sixteen (1916) hours annually over twenty-six (26) week pay periods). Part-time employees have their salary and benefits prorated.

### 2.03      **Term Employee**

A term employee is a person who may be required to work full-time or part-time for a specific job or for a specific duration of time. This person may be a Student, Intern and/or seconded employee. Term employees shall be entitled to all rights and privileges as outlined in the Collective Agreement, unless expressly excluded.

### 2.04      **Seconded Employee**

A seconded employee shall be a person who is on leave from Manitoba Hydro and continues to be paid by Manitoba Hydro. Seconded employees shall continue to participate in the Manitoba Hydro health and welfare and pension plans.

### 2.05      **Student**

Student shall refer to a position which is filled by a full-time student of a high school, community college or university who is employed on a full-time basis between school terms or as a term, casual, part-time or seasonal employee.

2.06 **Intern**

Students who continue working during the school year shall be classified as an "Intern". The employee must be currently attending school or be returning to school after the period of employment. The term "Intern Status" shall refer to an employee in a Student position.

2.07 **Casual Employee**

A casual employee shall refer to positions which require work on an as-needed basis, normally without regular scheduled daily or weekly hours of work. The term "Casual Status" shall apply to an employee who holds a base Casual position.

2.08 **Masculine or Feminine Gender**

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

2.09 **Plural and Singular**

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

2.10 **Promotion**

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

2.11 **Demotion**

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

2.12 **Layoff**

A layoff of an employee shall be deemed to occur when an employee is does not work for one (1) week or more due to lack of work.

2.13 **Spouse**

A "spouse" is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months, unless specifically outlined in other Articles in this Collective Agreement.

**ARTICLE 3                    NO CONTRACTING OUT**

3.01                    The Employer shall not contract out any work that can be 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 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 Membership Application.

4.03                    The Employer shall provide the Union, once a month, with an electronic Excel list containing the names and Social Insurance Numbers of all employees who have terminated, retired, laid off, sick leave or on paid or unpaid leave of absence, during the previous month, when submitting the Union dues and initiation fees.

**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 and initiation fees automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic 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>.



## **ARTICLE 6                    PROBATIONARY PERIOD**

6.01                    New or rehired employees, including seconded employees, shall be on probation for their first six (6) months of employment. The Employer, at its discretion, may discharge any probationary employee within the above time limit, subject to the Human Rights Act of Manitoba, and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.

## **ARTICLE 7                    HOURS OF WORK**

### **7.01                    Full-time Employees**

The bi-weekly work period will generally consist of nine (9) regularly scheduled work day. The first week in a bi-weekly work period will normally have four (4) regular work days, scheduled from Tuesday to Friday, inclusive. The second week in the bi-weekly work period will normally have five (5) regular work days, scheduled from Monday to Friday, inclusive. There will be exceptions to the above work schedule in work periods that have a General Holiday. Employees shall be paid seventy-three point seven (73.7) basic hours bi-weekly (one thousand nine hundred and sixteen (1916) hours annually over twenty-six (26) pay periods). Employees working the nine (9) day work cycle shall be entitled to eighteen (18) regular days off each year, made up of a combination of fixed Mondays, plus additional individual regular days off to be taken at a time mutually agreed between the Employer and employee.

7.02                    The normal work day shall be seven (7) hours and fifty-five (55) minutes (seven point nine two (7.92) hours) between 07:00 and 18:00.

7.03                    The hours of work shall include rest periods but exclude meal periods. Employees shall be entitled to a fifteen (15) minute rest period with pay in the forenoon and afternoon, and a one half (½) hour lunch meal period without pay.

## **ARTICLE 8                    OVERTIME**

8.01                    All time worked in excess of seven point nine two (7.92) hours in any one (1) day shall be paid for at the rate of double (2X) time at the employee's regular hourly rate of pay.

8.02                    All employees working on General Holidays as designated in Article 10 of this Agreement shall be paid the regular hourly rate of pay they would have received had they not worked plus an additional double (2X) time said hourly rate of pay for all such time worked.

8.03 Overtime shall be by mutual agreement between the employees and the Employer. UFCW

8.04 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two (2). Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Employer. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate two (2) hours of paid time off, for each hour of overtime worked.

## **ARTICLE 9 COMPENSATORY AND FLEX TIME**

9.01 Notwithstanding Article 7, Hours of Work, the parties recognize that the job requirements do not lend themselves to standard hours of work. In recognition of this factor, the employees shall establish their own flexible time schedules to meet job requirements while protecting personal time off.

9.02 If an employee has a scheduled formal evening meeting related to the job, planned and predicted at least the day before, they may "flex" their hours and shall be allowed to plan and substitute same by taking time off within two (2) weeks of the end of the week in which the "flex" time occurred, provided their schedule permits and provided there is adequate staff coverage in the office. (This flex time, for example, might mean that if the staff person works from 9:00 a.m. to 10:00 p.m. on Wednesday then this person may come to work on another day within two (2) weeks of the Friday following the Wednesday worked from 3:00 p.m. to 5:00 p.m. and no time comes out of the compensatory time banked if applicable.)

9.03 To compensate for excessive hours which may be worked to meet job requirements, the employee shall be provided with a banked time credit of ten (10) days (eighty (80) hours) on January 1<sup>st</sup> in each calendar year to be utilized at a time mutually agreed between the parties. Preparation time includes: work on files, "catch-up" work, prep time for negotiations, prep time for meetings, prep time for hearings, prep time for education sessions, etc. is part of the job and is done on regular work time or at home/office in evenings or weekends by choice. Compensatory time of ten (10) paid days "pays" for this eighty (80) hours being reached in the year does not mean that extra hours of required work stop.

9.04 Employees shall use banked time prior to December 31<sup>st</sup> in the year which it was granted, except for five (5) days (forty (40) hours) of such banked time which may be carried over from one (1) calendar year into the first four (4) months of the following year.

9.05 It is agreed that vacation scheduling will take priority over scheduling of this banked time.

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

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

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve (half day)
Canada Day	Christmas Day
Terry Fox Day	Boxing Day

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

10.02 In lieu of Easter Monday as a General Holiday, eligible employees will have one day (7.92 hours (pro-rated for part-time employees)) added to their vacation credits. Any employee wishing to take Easter Monday as a vacation day will be guaranteed that day off.

10.03 In order for an employee to qualify for a General Holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

10.04 If a General Holiday occurs during an employee's vacation, the employee at their discretion, shall take either an extra day's vacation with pay or an extra day's pay.

10.05 When a General Holiday falls on a day when the Employer's operation is normally closed, the following Monday shall be declared as the General Holiday for which employees shall then receive time off with pay as referred to in this General Holiday Article.

10.06 All full-time employees shall receive seven point nine two (7.92) hours' pay at their regular hourly rate of pay for each General Holiday.

10.07 All part-time employees shall receive General Holiday pay in an amount of five (5%) per cent of their total gross earnings (excluding overtime) four (4) weeks immediately prior to the General Holiday.

**ARTICLE 11            VACATIONS**

11.01                    The vacation accrual and utilization year shall be from the beginning of the pay period which includes April 1st of one year to the end of the last complete pay period in March of the following year.

11.02                    Employees shall accumulate vacation credits calculated on the basis of time worked in the current vacation year to be taken as vacation at their basic rate of pay during the following vacation year.

11.03                    Term, casual, part-time and students/intern employees will be paid out their vacation accruals on a biweekly basis.

11.04                    The dates of all vacations are subject to a request by an employee and for approval of the Employer.

11.05                    Seniority shall be the governing factor in the choice of vacation.

11.06                    Vacation shall not normally be accumulated from year to year, however, an employee may carry over up to twenty (20) days of vacation. In such event, the employee must recognize that vacation scheduling with carryover balances will be subject to peak work load and peak vacation requirements.

11.07                    If a General Holiday falls within employees' vacation period, they shall have an extra day to be taken at a mutual time agreed by the Employer and employee.

11.08                    Twice each vacation year, an employee has the option to cash out basic vacation credits up to an annual maximum of seventy nine point two (79.2) hours.

11.09                    For vacation cash-out requests, payment will occur on the earliest possible payday following the request. The cash payment is based upon the employee's prevailing rate of pay. The cash payment will not be considered pensionable earnings.

11.10

**Vacation Accruals - (in twenty-four (24) pay periods)**

Employees will accumulate basic vacation credits on basic (straight-time) hours paid in accordance with the following vacation credit schedule:

YEARS OF SERVICE	BENEFIT CREDIT DAYS	VACATION DAYS	VACATION HOURS	ACCRUAL RATE PER HOUR
0 - 2.999	5	10	118.80	0.0672
3 - 9.999	5	15	158.40	0.0896
10 - 19.999	5	20	198.00	0.1119
20+	5	25	237.60	0.1343

All employees (except term employees) working at least fifty (50%) percent of full time hours receive up to five (5) benefit credit days on a prorated basis each year which can be allotted to their health spending account, vacation, or a combination of both.

11.11 Employees entitled to three (3), four (4), five (5), six (6) weeks' and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

11.12 Employees shall be entitled to take their vacations consecutively unless they wish to have their vacation entitlements broken up.

11.13 If an employee becomes ill or injured during a vacation and would have been unable to work for at least five (5) calendar days, or if the employee is hospitalized during a vacation, the employee shall be allowed to utilize sick leave credits for the working days during which the employee would have been unable to work. The employee must provide the Employer with written documentation, from a qualified medical practitioner, verifying they would have been unable to work during this time because of a bona fide medical condition.

## **ARTICLE 12            MANAGEMENT RIGHTS**

12.01            The management of the Employer and the direction of the working force, including the right to plan, direct and control Employer operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable Employer rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline, suspend or discharge employees for proper cause, are to be the sole right and function of the management.

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

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

## **ARTICLE 13            NOTICE OF LAYOFF/RECALL/SEVERANCE PAY**

### **13.01            Notice of Layoff**

The Employer shall notify all employees, who are to be laid off, thirty (30) working days prior to the effective date of the layoff, or shall award pay in lieu thereof.

Prior to providing layoff notice, the Employer shall meet with the Union to discuss ways to minimize or avert layoffs by reviewing issues such as employees returning to Manitoba Hydro, reducing hours of work, job sharing, etc. The discussions shall be kept confidential and the Employer shall have the sole discretion whether or not to act upon any suggestions. The Employer shall provide the name and classification of the affected employees.

In assessing employees for the purpose of layoff, where individuals are deemed to be relatively equal on the basis of skill, ability, performance and qualifications, the employee with the least IBEW 2034 seniority shall be laid off first.

A permanently laid off and therefore terminated employee shall receive three (3) weeks' severance pay per year of combined service (IBEW 2034 and Manitoba Hydro) up to a maximum of fifty-two (52) weeks.

New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.

Laid off employees shall have the right to be recalled for up to one (1) year from date of the lay off into the classification from which they were laid off, providing regular full time work becomes available during this time.

13.02                    **Recall From Lay Off**

The recall right for laid off employees shall expire at the end of one (1) year from the date of the layoff, at which time the laid off employee shall be deemed to be permanently laid off and therefore terminated.

The Employer shall give notice of recall by registered mail. The employee shall keep the Employer advised at all times of their current address.

The recalled employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.

A laid off employee may elect to forfeit their one (1) year recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.

13.03                    **Severance Pay**

An employee with more than twenty-five (25) years of combined service IBEW 2034 and Manitoba Hydro whose employment is terminated, for reasons other than dismissal, or who resigns, or who retires under the Superannuation Plan in force, shall be paid severance pay. In the event of death of an employee, severance pay shall be paid to the employee's beneficiary or otherwise to the employee's estate.

Severance pay shall be accumulated on the basis of twenty-three point seven six (23.76) hours pay for each complete year of service beyond twenty-five (25) years of service. In the event of a partial year(s) of service, severance pay shall be prorated on the basis of actual service in that year(s). Severance pay shall be paid at the employee's prevailing basic rate of pay at the time of termination, retirement or death.

**ARTICLE 14                    STRIKES AND LOCKOUTS**

14.01                    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.

14.02                    No employee will be disciplined on refusal to cross a legally recognized picket line.

14.03                    In the event the employees under this Agreement do not have access to their work due to a lock-out or legal picket line by the Employer of the employees covered by an alternate Agreement, the Employer will cover all wages and benefits during this period.

14.04

### **Conciliation**

The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

## **ARTICLE 15          UNION REPRESENTATIVE'S VISITS**

15.01                  Duly authorized Union Representatives 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. A Shop Steward shall be entitled to accompany the Union Representative at all times during such visits and all such time spent by the Shop Steward shall be considered as time worked.

15.02                  The 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 fifteen (15) minutes of paid time off in order to meet with the Union Representative.

15.03                  Discussions between the Union Representative and a bargaining unit employee shall be held in private so as to not distract other employees. Any such meeting shall take place in a location that is acceptable to the Union.

## **ARTICLE 16          SHOP STEWARDS**

16.01                  The Employer shall recognize all 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 oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

16.02                  Shop Stewards shall be allowed time off with pay during regular working hours for the purposes of investigating any grievances or potential grievances.



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

16.04 Shop Stewards shall be allowed to wear their Shop Steward's pin while on duty.

## **ARTICLE 17 LEAVES OF ABSENCE**

### **17.01 Personal Leave**

A leave of absence without pay, for personal reasons, shall be granted to an employee. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Employer and written confirmation or denial of said leave shall be given within three (3) working days of the application, to the employee involved by the Employer and a copy shall also be forwarded to the Union Office.

### **17.02 Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) 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. The Employer shall pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leave.

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

A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. 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 seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than five (5) days before the requested leave is to commence. A request for an extension of any such leave of absence must be made prior to the expiration of the leave already granted and shall not be unreasonably denied by the Employer. The Employer shall pay an employee on such leaves as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits paid to the employee during such leave.

17.04                    **Negotiation Leave**

The Employer shall allow up to two (2) employees time off with pay to a maximum of three (3) days for the purpose of attending negotiations for the renewal of the Collective Agreement.

17.05                    **Family Responsibility Leave**

The Employer may be granted up to a maximum of two (2) days leave with pay (per incident) to allow the employee to make arrangements to take care of the situation in the event of a sudden, serious or incapacitating illness or injury requiring immediate hospitalization and/or medical treatment involving a parent, spouse, or child of an employee, or in the case of unexpected notice from a day care facility or school that a child is ill and must be picked up. Where additional leave is required, vacation, banked overtime credits, or sick days may be used. Under special circumstances, the Employer may approve leave in the case of mother-in-law, father-in-law, brother or sister.

During each calendar year an employee may take up to six (6) days family responsibility leave with pay (sick leave credits will be used) to cover:

- (a) a day or part of the day, per incident, for the illness and medical/dental appointments of a parent, spouse or child
- (b) other situations which would reasonably be expected to be handled by an employee such as attending legal proceedings or lawyers' offices, attending counselling services or interventions for family members, assisting aging family members with relocation, or fulfilling religious or cultural obligations.
- (c) a day for the birth of their child.

Under extenuating circumstances, employees may, with Employer approval, work the time back instead of using sick leave credits. This exchange will be on a time-for-time basis, and will normally be worked back within thirty (30) calendar days.

17.06                    **Jury Duty Leave**

All employees summoned to jury selection or jury duty shall be granted a leave of absence without loss of regular wages for the required period, provided that such days fall on a regularly scheduled working day for that employee. All jury service fees received by the employee shall be remitted to the Employer. The employee shall present proof of service and the amount of pay received.

17.07

**Witness Leave**

All employees required to appear in court as a witness on behalf of the Crown or Employer shall be granted a leave of absence without loss of regular wages for the required period, provided that such days fall on a regularly scheduled working day for that employee. All witness fees received by the employee shall be remitted to the Employer. The employee shall present proof of service and the amount of pay received.

17.08

**Bereavement Leave**

In the event of the death of a spouse, child, mother, father, mother-in-law, father-in-law, an employee shall be granted up to five (5) days leave with pay.

In the event of the death of a designated family members - brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, or grandchild, an employee shall be granted up to three (3) days leave with pay. Spouse, child, mother, father, mother-in-law, father-in-law shall also be considered as designated family members.

Under special circumstances, the Employer may approve additional leave with pay.

In the event that circumstances occur during an employee's vacation period, the employee shall be eligible to have their time off changed to bereavement leave rather than vacation. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the Employer receives suitable notification of these circumstances.

In addition, an employee may be granted up to three (3) days leave with pay in the event of the death of a relative who has been permanently residing at the employee's household, or with whom the employee has been permanently residing, for the previous twelve (12) months. There will be no doubling up of bereavement leave under multiple articles.

In the event of a death involving someone other than a designated family member (for example, an extended family member, co-worker or close friend), requests for paid leave to attend the funeral will not be unreasonably denied.

An employee shall be granted up to a maximum of one (1) day leave with pay for attending a funeral as a pallbearer or other funeral official.

17.09

**Maternity Leave**

A female employee, who has completed her probation, may 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 two (2) weeks' notice in advance of the day she intends to return 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 Professional's certificate setting out the nature of the complications.

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

17.10

**Parental Leave**

(A) **Entitlements**

Every employee, who has completed their probation and

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

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

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their 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 (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 this Article shall be reinstated in the position occupied at the time such leave commenced.

17.11 **Compassionate Care Leave**

Employees who have been employed for ninety (90) days, may request time off for Compassionate Care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty-eight (28) weeks in total to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a “significant risk of death within twenty-six (26) weeks”, and that the family member requires care or support from one or more family members, as defined by *The Employment Standards Code* (Manitoba) and Regulations.

Employees may take the leave in one (1) or two (2) periods that must be at least one (1) week long. When possible, employees must give at least one (1) pay period of notice before the leave and provide their Employer with a doctor's certificate as

soon as possible. Unless the Employer and employee agree otherwise, an employee who wants to return to work earlier than the date the leave ends must give the Employer at least forty-eight (48) hours' notice.

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

#### 17.12 **Long Term Leave For Serious Injury Or Illness**

Employees who have been employed for ninety (90) days and who 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 unpaid leave.

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

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

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

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

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

#### 17.13 **Interpersonal Violence Leave**

Employees who have been employed for ninety (90) days and who are victims of domestic violence, sexual violence and/or stalking shall be entitled to Interpersonal Violence Leave with pay as provided in *The Employment Standards Code* (Manitoba) and Regulations.

Employees may use Interpersonal Violence Leave to:

- (a) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
- (b) obtain services from a victim services' organization;
- (c) obtain psychological or other professional counselling;
- (d) temporarily or permanently relocate to a safe place;
- (e) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the interpersonal violence.

There are two (2) parts to Interpersonal 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.

Employees are entitled to be paid to a maximum of five (5) days of Interpersonal 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.

An employee wishing to take Interpersonal 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.

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

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. The Employer and employee may agree to a different schedule for returning to work.

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

17.14                    **Critical Illness Leave of a Child**

An employee who has been employed for thirty (30) days and who is a family member of a critically ill child is entitled to Critic Illness leave of a Child, without pay.

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

Employees shall provide the Employer with a doctor's certificate indicating that the child is critically ill and requires the care or support of the employee for a specified amount of time.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to thirty-seven (37) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Employer 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.

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

17.15                    **Critical Illness Leave of an Adult**

An employee who has been employed for ninety (90) days and who is a family member of a critically ill adult is entitled to Critic Illness leave of an Adult, without pay.

A critically ill adult is defined as a person eighteen (18) years of age or more with a life-threatening illness or injury. This is the same as the definition used in the regulations made under the Federal Government's *Employment Insurance Act*.

Employees shall provide the Employer with a doctor's certificate indicating that the adult is critically ill and requires the care or support of the employee for a specified amount of time.



Where possible, the employee shall provide two (2) weeks' notice before the leave.

Employees may take up to seventeen (17) weeks of leave within a fifty-two (52) week period. Employees may take the leave in one (1) or more periods, however, each period must be at least one (1) week long. This leave may be extended.

Employees shall return to work by giving the Employer 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.

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

17.16                    **Disappearance or Death of a Child Leave**

An employee who has been employed for thirty (30) days 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.

Employees who are:

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

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

Where possible, the employee shall provide two (2) weeks' notice before the leave.

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. The Employer and employee may agree to a different schedule for returning to work.

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

17.17                    **Organ Donation Leave**

Employees who have been employed for thirty (30) days shall receive Organ Donation Leave with pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.

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.

Where possible, the employee shall provide two (2) weeks' notice before the leave.

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.

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. The Employer and employee may agree to a different schedule for returning to work.

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

17.18                    **Leave for Citizenship Ceremony**

Employees who have been employed for thirty (30) days, may receive one (1) scheduled day off without lose in pay to attend their citizenship ceremony and receive their certificate of citizenship.

The employee shall provide at least two (2) weeks' notice, or as much notice as possible before the ceremony.

17.19                    **Leave for Reservists**

Employees, who have been employed for seven (7) months and who are members of the Canadian Forces Reserves may be absent from work for the purpose of service (active and/or training) and qualify for Leave for Reservists. Employees may take unpaid leave for as long as they continue to serve. There is no restriction on the length or how often a Reservist can go on the unpaid leave.

Employees must provide as much notice as reasonable and practicable in the circumstances for this leave. The Employer may request a certificate from an official in the Reserves confirming the employee is a member of the Reserves, is required for service, and where possible, the start and end dates for the period of service. The employee shall provide at least two (2) weeks' notice of their return to work date.

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced. Employees cannot be terminated or laid off for taking this leave.

17.20                    **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. The Employer shall provide a written decision to the employee's request within three (3) working days of receiving the request.

**ARTICLE 18            SENIORITY**

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

18.02                    Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

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

- (a) is duly discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits or resigns;

- (c) has been laid off continuously for a period of one (1) year and is called back to work after a layoff and does not return to work within fourteen (14) calendar days of receiving a registered letter sent to their last known address;
- (d) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or inability to communicate with the Employer shall be considered a satisfactory reason.

18.04 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 ability to be able to perform the normal functions of the job.

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

18.05 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

18.06 Full-time employees with one (1) or more years of full-time seniority who are reduced to part-time by the Employer shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service and who have no continuous part-time service with the Employer shall retain their full-time seniority date in the event they are reduced to part-time.

18.07 No full-time employee shall be laid off and/or reduced to part-time status by the Employer unless all part-time employees have been laid off first.

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

18.09 The Employer shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Employer's premises.

## **ARTICLE 19 HEALTH AND SAFETY**

19.01 The parties shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and which will provide protection from factors adverse to employee health and safety.

19.02 The Employer shall comply with all applicable health and safety legislation and regulations. All mandatory standards established shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

## **ARTICLE 20 WORKERS COMPENSATION BENEFITS**

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

20.02 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 the weekly indemnity benefits that are provided for in the Collective Agreement. In such instances the employee agrees that if their appeal is accepted by the Workers Compensation Board the insurance carrier shall then be reimbursed for all monies owing to them.

20.03 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.

20.04 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 21            WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

21.01            The minimum hourly rates of pay for all employees covered by this Agreement shall be as contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job classifications and not to individuals.

21.02            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.

21.03            New or rehired employees shall be classified according to previous comparable experience for the purpose of establishing wage rates.

21.04            Employees shall be paid by direct deposit prior to noon of every second Thursday. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Saturday.

## **ARTICLE 22            COURT'S DECISION**

22.01            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 23            MERGER OF BUSINESS**

### **23.01                    Merger of Business**

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

## **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 investigated and/or disciplined, shall be present when an employee of the bargaining unit is being investigated, disciplined and/or discharged. 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 they are readily available to do so.

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

24.03            The affected employee, the Shop Steward who is involved, and the Union, shall be given a copy of any investigation and/or disciplinary notice which is to be entered on an employee's personnel file and shall be given a copy of any discharge notice that is given to an employee. In all cases of investigation, discipline and/or discharge the Employer shall notify the affected employee, the Shop Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of investigation, discipline and/or discharge shall be given to the affected employee and the Shop Steward who is involved, immediately, and a copy of said investigation, discipline and/or discharge notice shall be faxed to the Union office within twenty-four (24) hours of the event.

24.04            Any investigation, discipline and/or discharge notice given to an employee by the Employer shall become null and void and shall not be utilized by the Employer against the employee at a later date in any situation where the Employer has not fully complied with the provisions contained in sub-articles 28.01, 28.02 and 28.03 above.

24.05            The Employer shall remove all written disciplinary notices from the employee's personnel file after twelve (12) calendar months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of twelve (12) calendar months shall not include periods of layoff.

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

24.07            The Employer shall not investigate, discipline and/or discharge any employee without just cause. The Employer and the Union recognize that the application of the principles of Progressive Discipline which are to be corrective in nature and practice. Depending on the severity of the infraction, the Employer reserves the right to begin the discipline process at a level commensurate with the infraction.

## **ARTICLE 25            ADJUSTMENT OF GRIEVANCES**

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

25.02            Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union 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 thirty (30) 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            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 Employer or their designated appointee. The Employer or their designated shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.

**STEP 2:**        The Union Representative or Representatives may take the matter up with the 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 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 29.

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 their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise



mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

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.

## **ARTICLE 26      ARBITRATION**

26.01 If the Union and the Employer cannot reach a settlement, then at the request of either party, the grievance shall be submitted to an Arbitrator. The party shall notify the other party of its desire to submit the matter to arbitration within fourteen (14) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

Blair Graham  
Gavin Wood  
Colin Robinson  
Karine Pelletier

26.02 If any individual of the above panel who, having been requested in their turn to act as Arbitrator, shall be unable or unwilling to act, they shall not again be requested to act as Arbitrator on any arbitration until their name comes up again on the regular rotation of the panel.

26.03 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 their 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 which shall appoint an Arbitrator. The decision of the Arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

26.04 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.

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

26.06 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.

26.07 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.

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

26.09 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.

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

## **ARTICLE 27 BULLETIN BOARD AND DECAL**

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.

27.02 The Employer shall permit the Union to install the Union's decal on the front door and/or front window of the Employer's premises or such other location as may be mutually agreed to between the Employer and the Union.

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

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

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

29.01            A Labour/Management Relations Committee shall be appointed, consisting of Shop Stewards 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. 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 within fourteen (14) calendar days of the completion of the meeting. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

## **ARTICLE 30            HARASSMENT/ABUSE**

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

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

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

30.04 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.

30.05 It is both the right and responsibility of any employee who believes that they have been subjected to harassment and/or abuse to immediately report such concerns to both the Employer and the Union. The Employer and the Union shall undertake to investigate all occurrences expeditiously. The complainant shall be advised of the results of the investigation and the action, if any, to be taken. This procedure does not preclude the right of any employee to initiate a grievance or to pursue the matter through the Human Rights Commission.

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

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

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

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

## **ARTICLE 31 EDUCATION AND TRAINING TRUST FUND**

31.01 The Employer shall contribute ten (10¢) cents per hour for each hour worked by employees in the bargaining unit into the Manitoba Education and Training Trust Fund.

31.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made and the calculations that were used to determine the amount of contributions that were made by the Employer on behalf of each such employee.

## **ARTICLE 32      JOB POSTINGS**

32.01 Vacancies within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement, within seven (7) calendar days from which the vacancy occurred and employees shall be allowed a further seven (7) calendar days in which to make a written application for such vacancy. The Employer shall notify the Shop Steward of all such vacancies, when the vacancy is posted and a copy of the posting shall be faxed or emailed to the Union Office.

32.02 New positions within the scope of this Agreement shall be visibly posted on the bulletin board that is located in each outlet covered by this Agreement and employees shall be allowed seven (7) calendar days in which to make a written application for this new position. The Employer shall notify the Shop Stewards of all such new positions when the new position is posted and a copy of the posting shall be faxed or emailed to the Union Office.

32.03 Vacancies and new positions within the scope of this Agreement shall be filled within a further seven (7) calendar days following completion of the seven (7) calendar days the vacancy and/or new position was posted for bids. The name of the successful applicant shall be posted and the Employer shall forward a copy to the Union Office and shall notify the successful applicant.

32.04 Employees on an approved leave of absence or vacation shall be eligible to apply for a job posting while on leave provided the employee can return to work within ninety (90) calendar days. The employee may also provide the Employer with written notification prior to going on leave to advise that they are applying for any job postings occurring during the duration of their leave of absence or vacation. The Employer shall have the right to temporarily fill the vacancy or new position until said successful applicant returns to work.

32.05 An employee transferred or promoted to a vacancy or new position shall be on a trial period of three (3) months. If the employee is required to revert to their former position or if the employee voluntarily decides to revert to their former position during this three (3) month trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive their former rate of pay.

32.06 Vacancies and new positions within the scope of this Agreement shall be filled by seniority, providing the senior applicant can perform the normal functions of the job in a competent manner.

### **ARTICLE 33 ORIENTATION MEETING**

33.01 The Employer shall allow new employees thirty (30) 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 during the first calendar week the new employee commences working for the Employer.

### **ARTICLE 34 JOB TRAINING**

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

### **ARTICLE 35 TRANSPORTATION COSTS**

35.01 The Employer shall provide and pay for all forms of transportation that are to be used by employees who are required to perform work for the Employer that is away from the Employer's premises.

35.02 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance in the amount of fifty-nine (59¢) cents for each kilometre for the first five thousand (5,000) kilometres driven and fifty-three (53¢) cents thereafter that the employee's vehicle was used for such purpose. These amounts may change from time to time depending on the CRA Guidelines for Mileage, which can be found at <https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/automobile-allowance-rates.html>

**ARTICLE 36            PARKING/PLUG-INS**

36.01            The Employer shall provide free parking and plug-ins to all employees who use a vehicle to go to and from work.

**ARTICLE 37            PAST PRACTICES AND POLICIES**

37.01            The Employer shall not take away, restrict and/or reduce any past practice and policy that has been a benefit to employees and that is not specifically mentioned in the Collective Agreement, unless otherwise agreed to in writing by the Union.

**ARTICLE 38            FINAL OFFER SELECTION**

38.01            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 said 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 said existing Collective Agreement.

38.02            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.

38.03            Should the Employer and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lock out. All outstanding matters shall then be submitted to final offer selection 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 Selector 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 Selector, either party may then request The Manitoba Labour Board to make the appointment.
- (c)            The Selector shall receive a written statement or brief from the Employer and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Employer or the Union position as outlined by them as the basis for settlement.

- (d) The Employer and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- (e) The Selector shall render a decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.
- (f) The Employer and the Union shall pay the cost of their witnesses if required. The Employer and the Union shall equally share the cost of the Selector.

38.04 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 39 EXPIRATION AND RENEWAL**

39.01 This Agreement shall be in effect from **July 19, 2019**, and shall remain in effect until **July 18, 2023**, 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.

39.02 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                      , 2020.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## APPENDIX "A"

### HEALTH AND WELFARE BENEFITS

#### A-1 Preamble

A-1.01 All seconded employees shall continue to enjoy all rights and benefits as they exist at the time of secondment. Employees shall enjoy any and all improvements to those rights and benefits that are agreed to for their Manitoba Hydro and IBEW 2034 members, but there will in no way be any diminution of the rights and benefits enjoyed. Should present incumbents no longer be eligible for the Manitoba Hydro/IBEW 2034 negotiated benefit plan, they shall have the option of receiving the equivalent compensation currently being paid by the Employer to Manitoba Hydro and be responsible for administrating their own benefits.

A-1.02 For employees that are not seconded, the Employer shall underwrite the premium costs for Manitoba Blue Cross (Plus Plan Deluxe) coverage for each full-time employee to a maximum of three thousand, five hundred (\$3500.00) dollars per year. The coverage to be provided shall be based on the employee's age and family status as defined by the categories outlined in the Plan.

Access to a yearly part-time employee benefit allowance will be provided to employees not seconded, based on the premium costs of the Manitoba Blue Cross (Plus Plan Deluxe) for such employees, pro-rated to the percentage of time worked. Employees will be able to use the benefit allowance for health, dental or vision care expenses with receipts, up to the yearly allotment. There shall be no carry over of any unused portion of an employee's yearly employee benefit allowance.

#### A-2 Paid Sick Leave Benefits

A-2.01 It is recognized that the provision of sick leave is for the sole purpose of insuring the employee of a continuing income during periods of their bona fide sickness. An employee shall be allowed sick leave credits to the extent and in the manner hereinafter provided.

A-2.02 Employees on authorized sick leave shall be paid at the basic rate set for that employee's classification at the time of sickness, for a maximum of seven point nine two (7.92) hours for each normal work day the employee would have worked had they not been absent on account of sickness.

A-2.03 Employees should attempt to schedule non-emergency medical and dental appointments during their scheduled days off. When employees require or desire medical or dental attention which is not of an emergency nature but is or may be necessary to safeguard their future health, the Employer may grant a request for sick leave with pay

provided that the request for such sick leave is made in writing at least two (2) working days in advance of the date on which such leave is required.

A-2.04 When employees return to work after being on sick leave, they shall resume the accumulation of sick leave credits at the same rate as such credits were being accumulated immediately prior to such sick leave.

A-2.05 Sick leave credits shall not be accumulated, but shall be retained, when an employee is on sick leave or on leave without pay.

A-2.06 Sick leave credits shall not be granted initially unless such credits equal or exceed seven point nine two (7.92) hours.

A-2.07 An employee shall accumulate sick leave credits based on basic (straight-time) hours paid (except when on paid sick leave) during each complete pay period in accordance with the following sick leave accumulation schedule:

**SICK LEAVE ACCRUALS**  
**(in twenty-five (25) pay periods)**

Pay Periods of Service	Sick Leave Credits (Days)	Sick Leave Credits (Hours)	Accrual Rate Per Hour
≤ 64	18	142.56	0.0773
> 64	26	205.92	0.1118
Maximum allowable accrual	246	1948.32	

**A-3 Pension Benefits**

A-3.01 The Employer shall contribute to employees not seconded, seven (7%) percent of the established wage per pay period and a contribution of seven (7%) percent shall be paid by the employee to a registered pension plan or self-directed RSP account. The pension plan of choice must be approved by the Employer. Additional contributions to the pension plan may be made by the employee if so desired. Remittance shall be on a monthly basis.

A-3.02 The Employer contribution of seven (7%) percent will be shown on the employee's T4 and pay stubs as a taxable allowance and benefit. This amount will be added to the employment earnings as required on the employee's T4 slips.

**A-4                    Group Retirement Savings Plan Benefits**

A-4.01            The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

**A-5                    Health and Wellness Allowance**

A-5.01            The Employer agrees to reimburse each employee a maximum of two hundred and fifty (\$250.00) dollars per calendar year for registration/membership fees for fitness classes, gym memberships, equipment or programs to improve the health and fitness of IBEW 2034 employees. Reimbursement will be available upon receipt of the proof of purchase.



## **B-2 Wage Increases**

Salaries shall be adjusted annually according to the percentage increase negotiated for Manitoba Hydro members and IBEW 2034 and/or any applicable signing bonus or lump sum where it is directly related to the signing of the Manitoba Hydro Collective Agreement where every member is eligible.

An employee's anniversary date for incremental wage increase purposes shall be the date on which they started employment with IBEW Local 2034 or in the case of seconded employees, the date the secondment began.

Increase Range – Five (5%) percent increase on either a semi-annual or annual basis as determined by the Business Manager.

## **B-3 Payouts and Accruals**

Upon termination or retirement, all employees on secondment from Manitoba Hydro, shall receive all payouts at their rate of pay at time of termination or retirement.

## 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 International Brotherhood of Electrical Workers Local 2034** 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 the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first (1<sup>st</sup>) pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic 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.”

**Below is a sample Membership Application that must be completed and returned to the Employer so it can be forwarded to the 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)	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		TOWN/NO./LOCALITY		DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYEE 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 I affirm in the above statements are true. I agree that all monies paid by me shall be forfeited and I shall not be eligible for membership in any other union. 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 the 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 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		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			

X

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

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS Local 2034**, 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".

**Re: Addition Of Third Year Wage Increment to the Classification of "Interns"**

This Letter of Understanding will confirm the agreement reached between the Union, and the Employer with respect to adding a 3<sup>rd</sup> Year to the Salary Schedule in Appendix "B" – Interns of the Collective Agreement.

- 1) The wage scale in Appendix "B" for Interns will be amended to read as follows:
  - 1st year - 100 -125% of 1st year student rate (\$13.98 - \$17.47/hr)
  - 2nd year - 100 - 125% of 2nd year student rate (\$14.95 - \$18.68/hr)
  - **3<sup>rd</sup> year – 2<sup>nd</sup> Year Rate + 10% (\$16.44 - \$20.55/hr)**
  
- 2) The above amendments will be effective as of May 1, 2021.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 11<sup>th</sup> DAY OF MAY, 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Joe Carreiro  
Union Negotiator  
UFCW, Local 832

\_\_\_\_\_  
Mike Espenell  
Business Manager  
IBEW Local 2034