

ROLLING DALE ENTERPRISES, INC.

FROM: September 1, 2022

TO: August 31, 2026

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', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



ROLLING DALE ENTERPRISES, INC.

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Expiry Date: August 31, 2026

BETWEEN:

**ROLLING DALE
ENTERPRISES, INC.,** in the
Province of Manitoba,
hereinafter referred to as the
"Employer",

AND

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

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN
ESTABLISHING AND MAINTAINING CONDITIONS WHICH 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 EFFICIENT OPERATION, RECOGNIZING THAT THE HIGHEST
REGARD AND PRINCIPLE CONSIDERATION MUST BE THE CARE AND WELFARE
OF THE SUPPORTED INDIVIDUALS OF THE EMPLOYER,**

**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 bargaining agency for all employees of Rolling Dale Enterprises Incorporated in the Province of Manitoba, save and except Office Administrator, those above the rank of Office Administrator, and those excluded by the Act.

1.02

Governmental Assistance Programs

The Employer agrees that employment opportunities under governmental assistance programs shall be offered to existing qualified employees providing however that the Employer does not incur any overtime costs. Employees in the bargaining unit shall not have their hours of work reduced due to persons outside the bargaining unit being hired to work under such programs.

1.03

Persons excluded from the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no bargaining unit member is available, willing and capable of performing the normal functions of the job requirements. This clause will not prevent the direction, instruction or training of bargaining unit members, assistance of volunteers not displacing bargaining unit members or emergency aid when safety of client or employee is affected.

1.04

Outside agencies shall only be utilized to do bargaining unit work when employees are not available or not capable of performing the work required.

ARTICLE 2 **DEFINITIONS**

2.01

Full-time Employee: Full-time employee means an employee who is normally scheduled to work an average of sixty (60) or more hours of work per bi-weekly pay period.

2.02

Part-time Employee: Part-time employee means an employee who is normally scheduled to work less than an average of sixty (60) hours per biweekly pay period.

2.03

Relief Employee: Relief employee means an employee who is not normally scheduled to work but who may be called in to work to provide coverage as required.

2.04

Layoff: The removal of an employee from employment due to a shortage of work, a shortage of funds or due to a reorganization.

2.05

Masculine or Feminine Gender: When the masculine gender is used it shall also mean the feminine gender wherever applicable.

2.06

Plural and Singular: When the plural is used it shall also mean the singular, wherever applicable.

2.07

Spouse: When the word spouse is used it shall mean a person of the same or opposite sex.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:

(a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;

(b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;

(c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and services; whether to make or buy goods and services; the schedules of work and of service; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting times;

and generally the right to manage the business affairs of the Employer shall be the right of the Employer.

3.02 The exercise of the foregoing management's rights shall not alter the specific provisions of this Agreement.

ARTICLE 4 **DEEMED FAIRNESS PROVISION**

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

ARTICLE 5 JOINT ADVISORY COMMITTEE

5.01 A Joint Advisory Committee shall operate during the term of this Agreement consisting of not more than three (3) people appointed by the Union and up to three (3) Employer Representatives who shall meet at least once every three (3) months to discuss working conditions, economy of operation, quality and quantity of service, and other matters to promote a more harmonious relationship between the Employer and its employees. The Joint Advisory Committee shall meet at the request of either party. The full-time Union Representative may attend said meetings provided the total compliment of Union representatives on the Committee does not exceed three (3) and provided at all times there is equal representation between the Employer and the Union, unless the minority party waives this requirement. Employees shall suffer no loss of regular pay as a result of attending said meetings.

ARTICLE 6 UNION RIGHTS AND UNION ACTIVITIES

6.01 The Union shall notify the Employer annually, in writing, of the names of its Shop Stewards and committee persons and of any changes as they occur.

6.02 Recognition of Stewards

 The Employer agrees to recognize one (1) Shop Steward per classification whom shall be elected by the employees within six (6) months following the renewal of every Collective Agreement. Shop Stewards will be permitted to wear a Shop Steward badge providing it does not pose a potential danger to the supported individuals.

6.03 Shop Stewards may investigate grievances during their working hours providing their regular work is completed during that shift and providing prior authorization has been obtained from the Employer. The Shop Steward shall not suffer a loss of pay for such time that has been authorized.

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

6.05 Bargaining Unit Information

 The Employer shall provide the Union with current job descriptions within sixty (60) days of the signing of all revisions of this Agreement and whenever amendments are made to any job descriptions.

6.06 **Access to Personnel File**

Upon written request of the employee, the personnel file of that employee may be examined by that employee in the presence of a management representative of the Employer within three (3) calendar days of the request. The employee may request and be provided with specific copies of documents that appear in their personnel file as reasonably requested.

6.07 **Employee Assessments**

Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that they acknowledge receipt of same. The employee may respond in writing to the assessment which shall become part of their record.

6.08 **Union Representative's Visits**

A Union Representative shall be permitted visitation rights after first notifying the **Program Manager/Financial Manager** or designate upon arrival in order to oversee the terms of the Collective Agreement and interview employees. Interviews shall only be;

- (a) carried on in a place designated by management;
- (b) held whenever possible during the employee's lunch period. However, if this is not practical;
- (c) during regular working hours. Time taken for such interview in excess of fifteen (15) minutes shall not be on the Employer's time, unless with the specific approval of management;
- (d) held at such times as will not interfere with service to the supported individuals;
- (e) the Union agrees that such visitations shall only be carried out between the hours of 9:00 a.m. and 9:00 p.m.

6.09 **Bulletin Boards**

The Employer shall provide bulletin board space for the use of the Union at each Employer work location upon which the Union may post notices relating to matters of interest to the employees.

6.10 The Employer agrees to provide up to thirty (30) minutes during its Employee General Orientation to the Shop Steward or Union Representative, in order to meet with the new employee to familiarize them with UFCW Local 832, the Collective Agreement, and other Union matters. The Shop Steward and Union Representative will be advised in advance of the date, time, and location of the General Orientation. The Employer will ensure that no less than seven (7) calendar days notice of the above noted Employee General Orientation is provided to the Union Representative.

ARTICLE 7 UNION SHOP

7.01 All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff.

7.02 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

7.03 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.

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

7.05 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

7.06 The Employer agrees to forward to the Union any updates or changes to employee's names, addresses and telephone numbers.

ARTICLE 8 DEDUCTION OF UNION DUES

8.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the **accounting department/bookkeeper** 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.

8.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, save and except for an error committed by the Employer.

8.03 Each year the Employer will calculate the amount of Union dues deducted from the employees and indicate same on the T-4 slip of each employee no later than February 28th.

ARTICLE 9 SHORTAGES

9.01 No employee may be disciplined for cash/bank account shortages unless they are assigned the responsibility of checking the money and daily receipts upon starting and completing their work shift and unless the employee has exclusive access to the cash/bank account during the work shift.

ARTICLE 10 STRIKES AND LOCKOUTS

10.01 The Union and all its representatives agree that there shall be no strikes, picketing, sit down, slow down, or any suspension of or interference with work during the term of this Agreement.

10.02 The Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 11 PROBATIONARY PERIOD

11.01 A full-time employee must serve a probationary period of ninety (90) calendar days from their date of hire and a part-time employee must serve a probationary period of one hundred and eighty (180) calendar days or four hundred and eighty (480) hours worked whichever is less from their date of hire, and a relief employee must serve their probationary period of two hundred and seventy (270) calendar days or four hundred and eighty (480) hours worked whichever is less from their date of hire. New employees shall upon completion of their probationary period have their seniority back dated to their latest date of hire.

11.02 The Employer may extend the probation of any employee provided that the Employer notifies and the Union in writing prior to the expiry of the initial probationary period. Such extension must be supported by proper justification and the decision to extend the probationary period shall be mutually agreed upon between the Union and the Employer. In the case of full time employees the probation may be extended for one (1) additional period not exceeding ninety (90) calendar days from the

expiration of the initial probationary period. In the case of part time employees, not more than a further (180) calendar days or four hundred eighty (480) hours worked, whichever is less. In the case of relief employees a further two hundred seventy (270) calendar days or four hundred eighty (480) hours worked whichever is less, from the expiration of their initial probationary period.

11.03 Probationary employees may be dismissed and shall not have recourse to any grievance or arbitration procedures in this Agreement.

ARTICLE 12 SENIORITY

12.01 Seniority shall be defined as the length of continuous service in the bargaining unit since the employee's latest date of hire and providing the employee has completed their probationary period.

12.02 Relief employees who do not work ninety-six (96) hours in a fiscal year ending March 31st will be dropped to the bottom of the relief employee seniority list with employees working the least hours in the year having the least seniority.

12.04 Seniority shall accrue during any period of paid leave of absence or authorized unpaid leave for a period of twelve (12) months, after which their seniority will be maintained but not accrue.

12.05 An employee shall lose their seniority and their employment shall cease for any one or more of the following reasons:

- (a) the employee resigns; or
- (b) the employee is discharged by the Employer and is not reinstated through the grievance and/or arbitration articles of this Agreement; or
- (c) if the employee is laid off for a period in excess of twelve (12) months; or
- (d) the employee fails to return to work on recall within fourteen (14) calendar days of a registered letter being sent to their latest recorded address on file with the Employer or within three (3) days of direct contact with a management representative of the Employer unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate; or
- (e) the employee is absent from work without an acceptable explanation for a period of two (2) or more consecutive working days; or
- (f) the employee fails to return to work on the day

specified in accordance with an approved leave of absence including vacation or suspension unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate.

(g) A relief employee shall be terminated if they decline three (3) offers of shifts within a six (6) month period unless they are working in another location of the Employer, is ill or has a justifiable reason.

12.06 **Seniority Layoff - Recall - Reduction to Part-Time**

When it is necessary for the Employer to lay off, or reduce employees to part time, it shall be done in reverse order of seniority providing the senior employee possesses the required qualifications and ability to perform the necessary job functions after a thirty (30) day familiarization period. If as a result of a lay off employees are going to bump employees with less seniority than themselves, the process contained in Appendix "C" will be implemented. Employees will be recalled to work in order of seniority providing the senior employee possesses the required qualifications and ability to perform the necessary job functions within a thirty (30) day familiarization period.

12.07 **Notice of Layoff**

The Employer shall notify an employee who is to be laid off at least fourteen (14) calendar days (or the required days of notice as per the *Employment Standards Code C.C.S.M.c.E110, 2007*, whichever is the greater) prior to the effective date of the layoff or provide payment for their scheduled days of work during the notice period.

12.08 **Notice - Reduction to Part-time**

The Employer agrees to give fourteen (14) calendar days' notice prior to permanently changing an employee's status from full-time to part-time.

12.09 **Utilization of Part-time**

The Employer shall not utilize part-time employees to displace full-time employees, or to fill vacant or new full time positions.

12.10 **Available Hours of Work**

- (a) Full-time employees will be hired for permanent shifts.
- (b) Part-time and relief employees will notify the Employer in writing of any restrictions to their availability.
- (c) Employees shall be allowed shift preference by seniority first at their work location.

- (d) Employees from other work locations shall be allowed shift preference by seniority if no employee from the work location is available to work the required shift.
- (e) Part-time employees shall be scheduled available hours over relief employees providing it does not result in any overtime payment.
- (f) Where an employee in a higher classification is offered the opportunity to fill in for an employee in a lower classification at the lower rate of pay, and refuses the offer, the employee in the higher classification will not be permitted to fill in the shift unless they agree to accept payment at the lower classification.

12.11 **Laid Off Employees Preference**

No new employee may be hired until those qualified employees on lay off who have previously demonstrated their ability to satisfactorily perform the necessary and required work of the Employer have been given the opportunity of recall.

12.12 **Change Work Locations**

An employee shall not be required to change work locations on a permanent basis except in the event of the closure of the residence, in the event of a reduction in staff, in the event of a serious conflict with a client/resident or in the event of conflict between staff members which may cause anxiety or behavior problems for the client/resident.

In the event of a contemplated permanent change of work location, a meeting shall take place to discuss such matter between the employer, the employee and the Union representative prior to the change taking place.

When an employee is required to change locations on a temporary basis the employer will give the affected employee as much notice as possible. The employer may reassign staff temporarily to other locations to cover for illness, vacation, and unexpected absences including unfilled vacancies.

12.13 **Seniority List/ Seniority Information**

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

ARTICLE 13 JOB POSTINGS

13.01 The Employer shall post notices of vacant positions including a description of the duties for the posted job within the bargaining unit on the bulletin board in work locations for a period of seven (7) calendar days. They will also notify casual employees and employees on leave, who have informed the **Program Manager/Financial Manager** or Designate in writing of their interest, of the posting of any vacant permanent positions at the same time. The position will be awarded within three (3) working days after the posting has been removed and the name of the successful internal applicant will be posted. That successful applicant will start in their position within two (2) weeks from the date the position was awarded. The notice shall identify the typical duties required, the qualifications and abilities necessary, the classification, wage rate, regular scheduled days of work, normal starting and quitting times and application forms which clearly state the closing date for submitting applications to the Employer.

13.02 Seniority and qualifications shall be given equal weight when making a selection for a vacant position providing the employee has the ability to perform the work required within a familiarization period of ten (10) shifts consistent with Article 13.03 herein.

Where there are no employees possessing the qualifications to perform the work, or where the Employer believes that there are no employees with the qualifications who could reasonably be expected to demonstrate the ability within the familiarization period, the Employer may post the position externally and select an external candidate.

Should an employee challenge a selection or external posting made by the Employer under this Article, then the selection justification or external posting factors shall be provided to the Union upon request if such request is presented within seven (7) calendar days of the selection or external posting, as the case may be.

13.03 **For support staff, if** within ten (10) shifts worked or one (1) calendar month, whichever is the shortest, counted from the date the employee commenced work in their new position, they prove (in the opinion of management) to be unsatisfactory or if they request to return to their former position, the employee shall be returned to their former position and their appropriate rate of pay without loss of seniority. Any other employee affected shall also be returned to their former position and appropriate rate of pay without loss of seniority and without any notice. **Any employee who requests a return to their former position shall not be eligible to apply for the same or similar position for a period of one (1) year following their return to their former position.**

For staff who accept a promotion to coordinator, or coordinators who accept a new position, if within ninety (90) days counted from the date the employee commenced work in their new position, they prove (in the opinion of management) to be unsatisfactory or if they request to return to their former position, the employee shall be returned to their former position and their appropriate rate of pay without loss of seniority. Any other employee affected shall also be returned to their former position and appropriate rate of pay without loss of seniority and without any notice. Any employee who requests a return to their former position, shall not be eligible to apply for the same or similar position for a period of one (1) year following their return to their former position.

13.04 Temporary positions of less than eight (8) consecutive weeks, will be filled in accordance with Article 12.10: Available Hours of Work.

Temporary positions of eight (8) consecutive weeks or more which are the result of an employee being on an approved leave of absence, sick or disabled shall be posted in accordance with Article 13.01 above and identified as temporary nature. When the temporary position is over, the employee shall return to their former position and appropriate rate of pay. Any subsequent temporary vacancy that results in this type of posting need not be posted but it is understood that at the end of the temporary vacancy period all employees will revert back to their original positions and appropriate rate of pay.

13.05 In the event that the Employer wishes to make changes to the qualifications required for any classification in the bargaining unit, or the Employer adds a new classification, and with it new qualifications, the Employer agrees to advise the Union. Should the Union have any concerns with respect to the reasonableness of the qualifications for any classification, the Union shall, within thirty (30) days of receipt of the information from the Employer, provide such concerns in writing to the Employer.

The parties shall meet to attempt to resolve the areas of concern. Should the parties fail to resolve the concerns, the Union reserves the right to refer the matter to a single arbitrator as outlined in this Agreement on the basis of the "reasonableness" of the required qualifications in dispute.

ARTICLE 14 TRAINING

14.01 The Employer shall assist, when feasible, in the professional development of employees. Employees agree to participate in training provided by the Employer.

14.02 Training

Where the Employer directs an employee to attend a conference, workshop or seminar, the employee shall suffer no loss of regular pay for his or her attendance. If an employee is required to attend a conference, workshop or seminar during their day off, they will receive payment for such attendance as if they were at work. Reasonable meal expenses will be paid up to **sixty (\$60.00) dollars per day**—upon

providing receipts **and** provided the Employee is on Employer business for each meal included in the daily average. Employees voluntarily attending the Disability and Community Support (DCS) training would not be covered under this Article.

14.03 **Future Mandatory Training**

If the Government legislates or regulates mandatory changes to the training requirements for Rolling Dale Enterprises employees, employees requiring certain certificates or academic standings will receive such training and the Employer agrees to pay for all expenses associated with such training and education. A reasonable amount of time will be allowed to each employee to obtain such required academic standing or certifications. An employee who fails to attend mandatory training without an explanation satisfactory to the Employer may be disciplined up to and including termination from the employ of the Employer.

Each new employee will receive a minimum of twenty (20) hours training/familiarization. Such training/familiarization shall occur on the basis of fifteen (15) hours in Residential and five (5) hours in Day Program for employees hired for Residential, and five (5) hours in Residential and fifteen (15) hours in Day Program for employees hired for Day Program. Regular employees who have expressed their desire in writing to occasionally work overtime at specific locations will receive ten (10) hours training/familiarization at those locations as required by the Employer (the Employer may determine that a regular employee may not require a full ten (10) hours of training/familiarization at some locations). It is understood that the training/familiarization hours are with pay. During training an employee will not be solely responsible for any supported individuals, and shall be on duty primarily for training purposes. Employees who have never worked a shift in any particular residence may not work that shift alone the first time they are placed on that shift without having a person orient them about expectations at the beginning of the shift. Employees who have never worked a night shift will not work that shift alone without receiving proper orientation which will include:

- Waking techniques for supported individuals;
- Medication training for supported individuals who require same;
- Understanding "Emergency Call In Procedures"

ARTICLE 15 HOURS OF WORK

15.01 The regular hours of work shall not exceed an average of eighty (80) hours bi-weekly except when an employee goes on vacation/day trip with a resident/client.

15.02 It is understood that the regular bi-weekly hours of work do not apply where an employee acts as a companion to a resident/client who goes on a vacation/day trip outside of the Employer's premises. The employee shall be compensated for sixteen (16) hours regular pay for each full day of the resident's vacation/day trip. The overtime provisions of this Agreement shall not apply.

15.03 **Reporting Pay/Call-In Pay**

No employee shall be scheduled or called in to work a shift for less than three (3) hours unless the employee voluntarily agrees to leave work earlier than the three (3) hours.

15.04 **Emergency Call-in**

Any employee called in to deal with an emergency will be paid for time worked but in no event less than three (3) hours pay at his or her appropriate hourly rate of pay and shall be able to leave when the emergency is over. If the time called in for such emergency results in the employee working more than eight (8) hours in a day or more than eighty (80) hours in a bi-weekly period, said employees will be paid for that time at the overtime rates of pay.

15.05 **Adverse Weather Policy**

a) **Staff Reporting to Work**

All employees scheduled to work will be expected to come to work.

b) If staff decide not to travel to work due to weather conditions they will not be paid, but will have the opportunity to make up the time at a mutually acceptable later date (overtime will not apply).

c) If roads are closed due to inclement weather conditions and staff are unable to travel to work due to such closures, they will have the opportunity to make up the time as above or utilize their available banked time/vacation to make up the difference in pay.

d) **Late Arrivals Due to Weather Conditions**

Late arrivals within two (2) hours starting time will not be docked pay.

e) If a supervisor dismisses a staff person effective prior to the end of their regularly scheduled shift, staff will receive full shift pay.

f) **Residential**

If staff are unable to get in to work all efforts are to be made to reschedule shifts to avoid overtime.

15.06 No employee shall be called in or required to work more than thirty-

six (36) hours without receiving a minimum break period away from any Rolling Dale work location of eight (8) consecutive hours following the completion of thirty-six (36) hours of continuous work. For the purpose of this Article, an employee may be allowed to work up to forty-eight (48) hours if no other employee on the on-call list accepted to work the available hours.

ARTICLE 16 POSTING OF WORK SCHEDULES

16.01 The Employer agrees to have a monthly work schedule posted for all employees no later than the fifteenth (15th) day of the current month for the subsequent month. The Employer will make reasonable efforts to post any amendments made to the original schedule shall be posted within forty-eight (48) hours of such amendments being made.

16.02 No employee who is ill, on vacation or on an authorized leave of absence will be required to find a replacement suitable to the Employer for their scheduled shifts during such period.

16.03 An employee scheduled to work, who wishes to exchange a shift or shifts with another employee may request permission from the employer to do so providing:

- i) the request is made in writing at least five (5) working days, if possible, prior to the first shift which is to be worked;
- ii) that such request is signed by both employees who are making the change, as well as the affected coordinators.
- iii) employees who are within their training/familiarization shifts cannot exchange within those shifts.

The Employer shall consider each request on an individual basis and shall not unreasonably deny same.

16.04 An employee who is ill or injured and is unable to report to work, will contact their immediate supervisor or their work location and provide a minimum of three (3) hours' notice prior to the commencement of their scheduled shift unless in the event of a proven unforeseen emergency **or illness**.

16.05 If the hours of a permanent position need to be increased or decreased due to the new requirements of supported individuals in a residence or at the Day Program lasting for at least five (5) months or due to restructuring, the process outlined in Appendix "D" will be implemented.

ARTICLE 17 **TIME SHEETS**

17.01 The Employer shall provide time sheets to enable employees to record their hours worked for payroll purposes. Employees are responsible for accurately filling out a time sheet for each location worked. Employees who do not submit a timesheet may not be compensated for hours worked until a timesheet is submitted.

17.02 Time sheets shall be retained by the Employer for a minimum of three (3) years in the event verification is required as to hours worked or paid and shall be made available to the Union upon request in conjunction with a grievance.

ARTICLE 18 **MEAL AND REST PERIODS**

18.01 Meal and rest periods are to be taken with supported individuals. Employees who have worked a shift of five (5) hours or more are entitled to a meal period.

18.02 Meal and rest periods are paid time at the residences. Employees at the Day Program can arrange to take up to one half hour of unpaid time.

18.03 All meals provided in the residences by the Employer will be at no cost to the employees.

18.04 Subject to the approval of the Employer, employees who accompany supported individuals on outings outside the residence shall be compensated and/or reimbursed the cost of meals and admission fees for events where the employee accompanies the resident. Compensation to employees will be paid out within two (2) weeks following an expense sheet being submitted along with receipts.

ARTICLE 19 **PAYMENT FOR MEETING ATTENDANCE**

19.01 Where the Employer requires an employee to be present at a meeting scheduled by the Employer, time spent at such meeting shall be considered time worked and compensated at the applicable rate of pay. Employees will be paid a minimum of three (3) hours at their applicable rate of pay for attending such a meeting unless the meeting is scheduled within three hours of the commencement of a shift, in which case the employee shall be paid to the start of their shift, or the meeting is scheduled to start within three hours of the end of the shift in which case the employee shall be paid to the end of the meeting. Meetings called by the Employer for corrective or disciplinary purposes and meetings required by Family Services shall not be eligible for payment.

19.02 **Every employee will be required to attend either in person or virtually no less than seventy-five (75%) percent of the general staff meetings called by the Employer in a year.**

ARTICLE 20 **OVERTIME**

20.01 It is recognized by the parties that overtime shall be required as a condition of employment and may only be authorized by the **Program Manager/Financial Manager**, Program Manager or a Coordinator designated by the Employer.

20.02 Overtime will be compensated by paying the employee one and one half (1½) times the employee's regular hourly rate or by permitting the employee to bank up to ten (10) hours per month at one and one-half (1½) times the hours worked. Up to eighty (80) hours of banked time may be used prior to the end of the fiscal year at a time mutually agreeable to the Employer and employee. Unused banked overtime shall be paid out at the end of the fiscal year, at termination or retirement of an employee or at any time the employee makes the request of the Employer for payout with two (2) weeks written notice.

20.03 **Overtime When Paid**

Employees may be scheduled for shifts up to twelve (12) hours in length. Where an employee is asked to work beyond their scheduled shift the employee will be paid overtime. Where the scheduled shift is less than eight (8) hours the employee will be paid overtime after eight (8) hours of work. Overtime will also be payable where an employee works more than eighty (80) hours in a bi-weekly pay period. Overtime shall not be included in the calculation of group life insurance, sick leave payments, vacation pay and any other employee benefits.

20.04 Overtime shall be by seniority by location with the most senior employee who is able to do the job being requested first and thereafter in descending order of seniority. In the event of an emergency as defined in the On-Call Protocol it is understood that the employee on duty may be required to work the overtime.

ARTICLE 21 **GENERAL HOLIDAYS**

21.01 The following general holidays shall be observed by the Employer:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

as well as any holidays observed by The Provincial government.

In addition to the general holidays referred to above, all employees who have completed their probationary period shall be entitled to take one (1) floating holiday per fiscal year with pay to be calculated as per 21.03. Said floating holiday shall be taken at a time during the fiscal year that is mutually agreeable between the employee and the Employer. If the employee provides the Employer with one (1) week notice of their requested time off for use of the floating holiday, the request shall be granted where the shift is filled within the bargaining unit and provided it does not negatively impact or inconvenience the supported individuals.

21.02 An employee is entitled to general holiday pay for a general holiday on which they do not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the general holiday; or
- (b) did not absent themselves from work without the Employer's consent on their regular scheduled working day immediately preceding or following the general holiday unless the absence is by reason of verified illness, injury, or approved leave of absence.

21.03 **General Holidays**

All full-time and part-time employees who have been employed thirty (30) calendar days or more shall be paid, for a General Holiday, one fifth of the weekly average of the hours of their position in the four (4) weeks covered by the two (2) bi-weekly pay periods immediately preceding the week in which a general holiday occurs. In no event shall the payment for a General Holiday exceed twelve (12) hours.

21.04 **Pay for Time Worked on General Holiday**

An employee who works on a general holiday shall be paid at the rate of one and one half (1½) times their regular rate of pay for all time worked in addition to the general holiday pay. No employee shall be required to work longer than eight (8) hours on a general holiday.

21.05 **Banking of General Holidays**

Employees shall have the option of banking general holidays as follows:

When an employee works a general holiday, they shall have the option of being paid general holiday pay or taking equivalent time off. Should an employee choose to take equivalent time off it will be scheduled within ninety (90) days of the actual general holiday or taken with the employee's next annual vacation. Days taken as equivalent time off shall be by mutual agreement between the Employer and employee or they may bank the pay (one and one-half (1½) times their regular rate of pay for all time worked) referred to in 21.04 in accordance with banked overtime rules outlined in 20.02.

ARTICLE 22 **WAGES**

22.01 The Employer agrees to pay wages to employees on a bi-weekly basis in accordance with the minimum rates set out in Appendix "B" attached hereto and forming part of this Agreement. The cut off day for the purpose of calculating payroll will be the Saturday preceding the Friday pay day. Where the Employer determines that operational circumstances permit, pay stubs shall be made available to employees on the Thursday immediately preceding the Friday payday. The year-to date amount of gross earnings shall be shown on each employee's bi-weekly pay stub.

22.02 New Classifications

 If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 27 of this Agreement.

22.03 Previous Experience

 Persons who have previously worked for the Employer shall only have their recent service recognized for the purpose of setting their starting rate of pay but such time worked shall not contribute towards the completion of their probationary period. Recent experience shall be deemed to exist if the employee has not been out of the employ of the Employer for more than one (1) year.

22.04 Relieving Rate in Scope - Higher Paying Position

 Where the Employer directs an employee to perform in some other position which has a higher rate of pay, and the employee must undertake the duties of the other position with the higher rate of pay, such employee shall receive the higher rate of pay for all hours so worked provided they worked in the higher rated position for one (1) shift or more. The opportunity to relieve the higher rated position shall be offered by seniority to employees at the work location that are in the next lower rated classification.

ARTICLE 23 **VACATIONS**

23.01 Employees who, on March 31st of each year, have less than one (1) year of continuous service, shall be entitled to receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid up to March 31st. Said employee may be allowed time off for vacation purposes, without pay, of up to two (2) weeks at a time mutually agreed to between the employee and the Employer.

23.02 **Vacation Entitlement**

Annual vacation leave entitlement with pay for employees shall be as follows:

- (a) two (2) weeks (10 paid days) after one (1) year or more continuous service;
- (b) three (3) weeks (15 paid days) after three (3) years or more continuous service;
- (c) four (4) weeks (20 paid days) after five (5) years or more continuous service;
- (d) five (5) weeks (25 paid days) after ten (10) years or more continuous service;
- (e) six (6) weeks (30 paid days) after fifteen (15) years or more continuous service.

23.03 The vacation year shall be from the first day of April until March 31st in the following year.

23.04 No vacation pay shall be earned during any period of unpaid leave of absence.

23.05 Employees must use all vacation entitlement prior to March 31st of the vacation year following that in which it was earned.

23.06 No employee may utilize vacation earned until they have completed their probationary period.

23.07 **Vacation/General Holiday**

When a general holiday occurs during an employee's vacation an extra day's vacation shall be granted if the general holiday is one which the employee would have received had they been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

23.08 **Vacation Pay - When Paid and What Paid**

- (a) An employee shall be paid their vacation pay on the pay day immediately preceding the first day of their approved vacation period, unless the employee requests an ongoing pay out as if the employee had remained at work, by way of a letter of direction to the Employer.
- (b) Term employees and relief employees shall be paid their vacation

pay on each pay cheque at a percentage rate corresponding to the vacation schedule in Article 23.02, Vacation Entitlement. The employee may choose to bank accumulated vacation pay and receive this pay at a later time as decided by the employee. However, all such vacation pay shall be paid out by March 31st of each year.

- (c) Employees, for each week of eligibility, shall receive vacation pay calculated on the basis of two (2%) per cent of their regular earnings during the twelve (12) months immediately preceding March 31st in the current vacation year or one (1) week's pay at the employee's regular straight time hourly rate, whichever is greater, at the time the vacation is taken.

23.09

Vacation Scheduling

- (a) The Employer shall be responsible for posting the vacation entitlement list by January 21st of each year. The vacation entitlement list shall reflect each employees projected vacation entitlement as at March 31st of that year.
- (b) The employee shall be responsible to indicate preference of vacation dates by March 1st of that year.
- (c) Employees who fail to indicate their choice within this thirty-eight (38) or thirty-nine (39) day period shall not have preference in choice of vacation time where other employees have indicated their choice.
- (d) The Employer shall give priority according to seniority.
- (e) The approved vacation schedule shall be posted no later than April 1st.
- (f) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.
- (g) Employees with fifteen (15) days or less of vacation entitlement as per 23.02 shall be entitled to take five (5) days of their vacation days on an individual basis, subject to subsection (c) above. Employees with twenty (20) days or more of vacation entitlement as per 23.02 shall be entitled to take ten (10) days of their vacation entitlements on an individual basis, subject to subsection (c) above.

- (h) Employees who are on a vacation week in which they would normally be otherwise regularly scheduled for three (3) shifts or less shall be entitled to avail themselves for and be offered additional shifts on those days which are not their regularly scheduled days. It is agreed that Article 23.10 will not apply to those employees who choose to pick up additional shifts as outlined herein.

23.10 Employees on vacation shall not be entitled to nor shall they be offered any available shifts during their vacation period **unless the Employer is short staffed and requires coverage. The Employer may ask an employee on vacation to return to work, in which case the employee will be paid fifty (\$50.00) dollars for returning to work in addition to any wages and benefits which may be earned for the shifts worked. It is expressly understood that any such return to work from vacation by an employee is strictly voluntary. The balance of unused vacation time may be rescheduled at a mutually agreeable time.**

23.11 An employee who becomes confined to their home or hospitalized due to their illness and/or injury that occurs while they are on vacation, or before their vacation commences may file a claim for paid sick leave and/or weekly indemnity benefits (or similar benefits) and the balance of the employee's vacation shall then be rescheduled following their return to work. A medical certificate verifying that the Employee was medically confined to home or hospitalized may be required in order to access this benefit.

ARTICLE 24 SAFETY AND HEALTH

24.01 The Employer agrees to a Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of three (3) employees appointed by the Union and up to three (3) management persons. The full-time Union Representative may also attend these meetings from time to time. 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 in each location for all employees to see. The Union office shall also be e-mailed or faxed a copy of these minutes. 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.

24.02 All employees on the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 24.01 above.

24.03 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall be required to pay lost wages as outlined in the Manitoba Workplace Safety and Health Act.

24.04 **Medical Examinations**

All employees must undergo a thorough medical examination as a condition of continuing employment when stipulated by the Employer. The examination shall be performed by a physician acceptable to the Employer and the results shall be provided to the **Program Manager/Financial Manager** and to the employee and treated as confidential. The employee shall, if s/he disputes the findings of the Employer physician, have the right to submit medical evidence from his/her personal physician.

24.05 **No Violence or Abuse**

The Employer and the Union agree that no form of violence or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that they are being abused shall report this to their immediate supervisor or the Administrator and a Union Safety and Health Committee member.

24.06 Where an employee has their clothing, eyeglasses or personal property damaged during the performance of their duties as a result of the action of a client, the employee shall be reimbursed, the cost of repair or full replacement cost if the item is damaged beyond repair and has been purchased within twenty-four (24) months of the incident. Proof of purchase is required to be submitted to the Employer. If purchased prior to twenty-four months of the incident the reimbursement shall be at seventy-five (75%) percent of replacement cost.

Where an employee has their vehicle vandalized or damaged during the performance of their duties as a result of the action of a client, the employee shall be reimbursed the cost of their deductible.

24.07 **No Working Short**

The Employer will make every effort to replace employees who are away from work for any reason within the financial means of the organization and availability of staff.

24.08 An employee has the right to refuse unsafe work in accordance with the *Workplace Safety and Health Act*. In the event an employee has reasonable grounds to believe and does believe that the work is dangerous to their safety and health the following protocol shall be followed:

The employee shall immediately notify the **Program**

Manager/Financial Manager or designate (hereinafter the **Program Manager/Financial Manager**), their immediate supervisor and a member of the Health and Safety Committee that the employee is refusing unsafe work and reports the reasons for the refusal and identify the unsafe conditions.

Upon receipt of the refusal the **Program Manager/Financial Manager** shall, as soon as practicable, attend with the employee to inspect the workplace along with the worker co-chair of the Workplace Safety and Health Committee, or if that person is unavailable, another worker representative on The Workplace Safety and Health Committee, and in the absence of a worker representative from the Workplace Safety and Health Committee, the shop steward or a Union representative. Upon attending at the workplace the **Program Manager/Financial Manager** will undertake any remedial action to remedy the dangerous condition or ensure that remedial action is taken.

The employee may refuse to work at the location without loss of pay, until such time as the dangerous condition has been remedied. The employee may be offered temporary reassignment to an alternate workplace during this period and will not receive lost wages if they refuse the temporary reassignment.

Following the remedial action being taken by the Employer, if the employee continues to reasonably believe the workplace remains unsafe, s/he shall notify the same individuals as outlined in (a) along with the reasons for the refusal and the identification of the unsafe conditions. The **Program Manager/Financial Manager** shall notify the Workplace Safety and Health Division of the employee's refusal.

Immediately upon the Workplace Safety and Health Division being notified, the employee, the Union Representative and the **Program Manager/Financial Manager** shall cooperate with the Workplace Safety and Health Division in making any changes required to ensure safety as recommended by the Workplace Safety and Health Officer to address any concerns in the workplace.

Upon the changes being made to the satisfaction of the Workplace Safety and Health Officer, the employee shall return to the workplace.

ARTICLE 25 LEAVES OF ABSENCE

25.01 Bereavement Leave

- a) An employee shall be granted bereavement leave of up to four (4) working days that can be taken non-consecutively where the funeral arrangements warrant, without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse, (including common law spouse or partner), child, stepparent, stepchild, stepbrother, stepsister, step grandparents, step grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or

fiancé(e).

- b) An employee shall be granted bereavement leave of up to two (2) working days that can be taken non-consecutively where the funeral arrangements warrant, without loss of wages, in the event of a death of the employee's aunt, uncle nephew, niece, guardian, former guardian or great-grandchild.
- (c) An employee may be granted up to one (1) day's leave of absence without loss of regular wages to attend a funeral as a pallbearer.
- (d) The Employer may grant an employee up to one (1) day, without pay, to be a participant in a funeral service, i.e. eulogy.
- (e) Additional travel time without pay may be granted at the discretion of the Employer.
- (f) The Employer may grant additional bereavement leave, without pay, if a bereaved employee requests same in writing.

25.02 The Employer may grant an employee a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient reason. Such request shall not be unreasonably denied. Upon written request from the employee, shop steward or Union Representative, the Employer agrees to provide in writing the reasons for denying any such request

25.03 **Maternity Leave/Parental Leave**

Maternity and parental leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of the *The Employment Standards Code, Province of Manitoba* as amended from time to time. Such provision shall include the following:

Each employee

- (a) who has completed seven (7) months of employment for or with the Employer
- (b) who submits to the Employer an application in writing for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave, and
- (c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery, is entitled to and shall be granted maternity leave consisting of:
 - (i) a period not exceeding seventeen (17)

weeks if delivery occurs on or before the date delivery is specified in the certificate mentioned in clause (c); or

(ii) a period of seventeen (17) weeks plus an additional period equal to the period before the date of delivery specified in the certificate in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. The employee returning to work after a maternity/parental leave shall provide the Employer with at least two (2) weeks' notice.

25.04 Maternity leave granted to an employee under subsection 25.03 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in 25.03(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

25.05 **Parental Leave**

Each employee

(a) who

(i) becomes the natural parent of a child; or

(ii) assumes actual care and custody of a newborn child, or

(iii) adopts a child under the laws of a province, and

(b) who completes seven (7) months of employment with the Employer, and

(c) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date 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.

25.06 **Late Application for Parental Leave**

An employee who gives less notice than is required under Article 25.05 (c) is entitled to the sixty-three (63) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

25.07

Commencement of Parental Leave

Subject to subsection 25.08, 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.

25.08

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 commencement of the parental leave unless the employee and the Employer otherwise agree.

25.09

The Employer and the Union agree that an employee on maternity/parental leave of absence will be entitled to the benefits of the group insurance plans which are required provided the employee maintains the required premium contributions of the plan.

25.10

Jury/Court Leave

Any employee who is summoned for jury duty or jury selection process or who receives a summons or subpoena to appear as a witness, in a Court of Law other than a proceeding occasioned by the employees conduct or affairs, shall be granted a leave of absence without loss of regular wages for the required period. All jury or witness fees received by the employee shall be remitted to the Employer. The employee will present proof of service and the amount of pay received.

25.11

Family Responsibility Leave

In the event of a medical appointment which the employee has not been able to schedule during non-working hours, a serious illness or injury occurring to/for an employee's spouse, parent, child (including a child for whom the employee is the permanent guardian), grandchild, grandparent, or stepchild, the employee may utilize up to five (5) days or forty (40) hours of accumulated paid sick leave entitlement per fiscal year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent, child (including a child for whom the employee is the permanent guardian), grandchild, grandparent, or stepchild. The Employer may request and if so, shall be provided with a medical certificate verifying the seriousness of the illness or injury and the time involved in order to establish eligibility under this article.

25.12

Union Functions - Leave of Absence

The Employer may grant leave of absence without pay to an employee for the purpose of attending Union functions such as conventions, conferences, schools or seminars. Such leaves of absence may be restricted to up to two (2) employee at any one time.

The Union agrees to notify the Employer in writing at least thirty (30) calendar days prior to said functions.

The Employer will pay the employees as if they were at work and bill the Union for lost time reimbursement.

25.13 **Leave of Absence "Full-time Union Duties"**

Leave of absence without pay shall be granted for a period of up to one (1) year to an employee with a minimum of one (1) year's service who is engaged full-time in Union activities.

25.14 **Negotiations Leave**

The Employer agrees to allow two (2) employees either elected or appointed by the Union time off to attend to negotiations for the renewal of this collective agreement. The Employer will pay the employees as if they were at work and will bill the Union for lost time reimbursement.

25.15 **General Leave**

Any employee with two (2) years or more of seniority may request a leave of absence of up to six (6) months. The request shall be made in writing, giving full details, at least fourteen (14) days prior to the first day of requested leave and same shall be considered by management on an individual basis, within five (5) days of receipt of the request. The granting of such requests shall not be unreasonably withheld by the Employer.

25.16 **Compassionate Leave**

Employees 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. Said compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 25.01 of the Collective Agreement.

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

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

ARTICLE 26 GRIEVANCE PROCEDURE

26.01 A grievance shall be defined as an allegation by an employee, the Union or the Employer that there has been a violation or misinterpretation of this Agreement.

26.02 Step One:

The grievor will first submit the grievance to a Shop Steward or Union Representative, who shall then submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance to the **Program Manager/Financial Manager** or designate. The written grievance shall set forth the nature of the grievance, the article or articles of the Collective Agreement allegedly violated, and the remedy or correction required. The **Program Manager/Financial Manager** or designate shall respond within ten (10) calendar days of receiving the written grievance.

26.03 Step Two:

If the matter is not resolved in Step One, the grievance must be forwarded to the President of the Board of Directors within ten (10) calendar days. The President of the Board of Directors or a designated committee of the Board shall meet with the employee and Shop Steward or Union Representative to discuss the grievance within ten (10) calendar days. Following such a meeting, the Employer shall respond within ten (10) calendar days. Where the employee is not satisfied with the decision, the Union may proceed to have the matter arbitrated.

26.04 The Employer or the Union may initiate a grievance within ten (10) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to arbitration.

26.05 The time limits set forth in this Article may be extended by the written agreement of both parties.

ARTICLE 27 ARBITRATION PROCEDURE

27.01 If the Union and the Employer cannot reach a resolution, upon request of either party, the grievance shall be submitted to a single arbitrator herein set forth on a rotating basis:

1. Blair Graham
2. Kris Gibson
3. Colin Robinson
4. Karine Pelletier
5. Michael Green

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

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 who 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.

27.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

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

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

27.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or 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.

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

27.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

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

27.09 In the interest of settling a grievance prior to an arbitration hearing

either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 28 **STATUTE REVISIONS**

28.01 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in existence. The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration. In determining the wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

ARTICLE 29 **DISCIPLINE**

29.01 The Employer shall not discipline nor dismiss any employee who has completed their probationary period except for just cause.

29.02 Only an employee who has completed their probationary period may claim to have been disciplined or dismissed without just cause.

29.03 All employees shall, prior to the imposition of any form of discipline or discharge (including disciplinary actions as a result of complaints from Family Services), be notified at a meeting with the Employer, Shop Steward of their choice and the Union Representative of the reasons for considering such action. The Shop Steward and Union Representatives attendance is dependent upon their availability within forty-eight (48) hours of notification. If either or both are unavailable within forty-eight (48) hours, the meeting will take place with an alternate steward or other bargaining unit member of the employee's choice.

29.04 The affected employee, the Shop Steward referred to in Article 29.03, and the Union shall be given a copy of any discipline/discharge which is to be entered on the employee's personnel file. The notice of discipline or discharge shall be given to the affected employee and Shop Steward immediately and a copy of the discipline or discharge notice shall be faxed to the Union office (Brandon) within twenty-four (24) hours of the event.

29.05

Discipline

- (a) Disciplinary notice will be removed from the employee's personnel file and returned to the employee in the presence of the Shop Steward or Union Representative after a period of eighteen (18) months from the date of latest infraction of such disciplinary notice and will not be used for any purpose, provided that the employee did not receive any similar type warnings or disciplines within the eighteen (18) month period. This period of eighteen (18) months shall not include periods of layoffs or leaves of absence without pay.
- (b) If the employee received warnings or discipline notices of similar types during an eighteen (18) month period, they will have all such notices retained in their file for an additional twelve (12) months or up to a total of thirty (30) months for such disciplines.

29.06 A copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's personnel file.

29.07 The Employer shall keep only one personnel file per employee.

ARTICLE 30 APPENDICES AND LETTERS OF UNDERSTANDING

30.01 All Appendices and Letters of Understanding as attached to this Agreement shall form an integral part of this Collective Agreement.

ARTICLE 31 HARASSMENT/VIOLENCE

31.01 The Employer, in exercising its responsibility, endeavours at all times to provide a work environment that is safe, healthy and free of harassment and violence. The Union shall cooperate with the Employer to promote a work environment that is safe, healthy and free of harassment and violence.

31.02 The Employer shall maintain a policy consistent with the law that promotes a workplace that is safe, healthy and free of harassment, defines harassment, and provides a complaint mechanism for anyone who feels they have experienced harassment in the workplace. From time to time the Employer shall review the policy to ensure it complies with all applicable legislation.

31.03 A copy of the policies will be posted in the work place in an area that is easily accessible to all employees.

ARTICLE 32 EXPIRATION AND RENEWAL

32.01 This Agreement shall be in effect from September 1st, 2022 and shall remain in force until the expiry date of August 31st, 2026, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

32.02 Where the parties fail to reach agreement on a revision of this Collective Agreement through good faith and direct negotiations and the conciliation meeting process under the Manitoba Labour Relations Act has been completely utilized then either party may, after ninety (90) days have elapsed following the termination date of this Collective Agreement, request that all outstanding issues not agreed upon in writing be submitted directly to arbitration as outlined in Article 27 of this Collective Agreement. Subject to a majority vote of the membership in attendance at a meeting called for this purpose, the parties agree that they will forego their rights to strike or lock out under the Manitoba Labour Relations Act.

 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.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 A general description of the Health and Welfare benefits, terms and conditions, is as follows in A-3.

A-1.02 Unless otherwise specifically stated, all of the benefits shall apply to all eligible employees in the bargaining unit and their eligible dependents, except casual employees. Employees may opt out of the Dental and Extended Health Care coverage only, if they are receiving coverage from another Plan.

The Employer agrees to allow regular part-time employees who work less than 20 hours per week an opportunity to enroll in the benefit plan providing:

The non-eligible employee is responsible for 100% payment of the premium; and the Plan Carrier is agreeable to allow this practice.

A-1.03 The Employer shall share the premium cost of all Health and Welfare benefits referred to in A-3 on a fifty-fifty (50/50) cost-shared basis unless otherwise specifically stated. The employees share shall be deemed to cover the costs of the LTD premiums. If the employees' share does not cover the full cost of the LTD premium the employee shall pay the entire cost of the LTD premium.

A-2 Sick Leave

A-2.01 An employee is only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury. The employee shall only be paid for such absences to the extent such employee has accumulated sick leave credits. For clarification, an employee is only entitled to receive sick leave for regularly scheduled shifts or picked up shifts missed, if the picked up shifts were agreed to be worked fourteen (14) days or more prior to the start time of that picked up shift.

A-2.02 Sick Leave Credits for Dental and Medical Appointments

Employees not able to make medical or dental appointments during non-working hours will be allowed to attend such appointments and will be allowed to use sick leave credits up to a maximum of forty (40) hours per year.

A-2.03 Sick leave credits shall accumulate at the rate of ten point five (10.5) hours for every one hundred and fifty-one (151) hours worked (paid or banked) up to a maximum of five hundred and sixty (560) hours.

A-2.04 An employee may not claim sick leave pay until they have successfully completed their probationary period.

A-2.05 Suspected abuses of sick leave will be investigated and proven instances of abuse shall result in disciplinary action. The Union agrees to assist the Employer to ensure that employees do not abuse sick leave.

A-2.06 Each employee is required to complete a sick time record form as provided by the Employer. Sick time benefits will not be paid unless a sick time record is attached to the employee's timesheet.

A-2.07 Sick leave shall not be permitted while an employee is on any leave of absence.

A-2.08 Former full-time and part-time employees who revert to relief employment will retain their accumulated sick credits. These credits can only be taken if they return to permanent full-time or part-time positions or a term position exceeding two (2) weeks. Casual employees shall not accumulate sick credits.

A-3 Health and Welfare Plan

Effective within ninety (90) days following the first of the month following the date of Union ratification, the following benefits shall be provided to employees as per A-1:

Life Insurance

Coverage is for two (2X) times the employees average earnings to a maximum of \$300,000. Your basic group life coverage reduces by 50% at age 65 and terminates at age 70.

Dependent Life Insurance

Coverage is \$10,000 for the spouse and \$5,000 for each dependent child. It terminates at the employees' age 70.

Accidental Death and Dismemberment

Coverage is for two (2X) times the employees annual earnings to a maximum of \$300,000. It is reduced for Dismemberment and includes coverage for Critical Disease benefits. It reduces at age 65 and terminates at age 70.

Extended Health Care

Semi-private Hospital Care	100% coverage
Out of Canada Emergency Medical Treatment	100% coverage

Prescription Drugs 80% coverage up to Pharmacare deductible. A card shall be issued to each employee to direct bill drug purchases.

The following Professional Services are covered to 80% to a maximum amount per person per calendar year:

Chiropractor	\$500 per calendar year
Osteopath	\$500 per calendar year
Podiatrist	\$500 per calendar year
Massage Therapist	\$500 per calendar year
Naturopath	\$500 per calendar year
Speech Therapist	\$500 per calendar year
Physiotherapist	\$500 per calendar year
Psychologist	\$500 per calendar year
Acupuncturist	\$500 per calendar year

Vision Care

Lenses, frames or contact lenses	100% coverage to a maximum \$150.00 per person per consecutive 24 month period. Eye exams are covered every 24 months.
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Hearing Aids

Installation and repairs	Maximum \$500.00 in any 60 months.
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Orthotics

Stock Orthopaedic Shoes	\$150 per calendar year
Custom Made Orthotics	Maximum \$400.00 in any three calendar years.

Employee Assistance Program

short term counselling is included

Dental Care

Coverage is for the current dental fee guide for the Province of Manitoba.

Basic Services

100% coverage up to \$1,500 per person per year with 9 month recall.

Long Term Disability

The Plan will pay 66.2/3% of monthly earnings to a maximum of \$3,000. There is a 105 day qualifying period. You are eligible for benefits for a 24 month period from the date the disability benefits begin if you are unable to perform the duties of your occupation. Thereafter benefits will only continue if you are unable to perform the duties of any occupation. The LTD benefit is payable to age 65 and terminates at age 65.

A-4 Health and Wellness Benefit

A-4.01 Effective April 1, 2007 (and for April 2006 if the funds are made available by government) and in each April thereafter the Employer agrees to pay to all eligible employees covered under this the Collective Agreement a Health and Wellness Benefit payment as follows:

An amount that is adjustable from year to year and is determined by deducting the fluctuating health benefit premium costs from the amount of funds available for benefits from government and dividing amongst the eligible employees. The eligible employees and the amount of the Health and Wellness Benefit will be communicated to all employees in April of each year and is paid out to each eligible employee when the funds are received from the Province by the Employer.

Eligible employees are those employees who have worked in a position for six (6) of the last twelve (12) months prior to March 31 of each year, were part of the Benefit plan for those six (6) months and who are on the payroll at March 31st. Employees may have less than six (6) months in a position by reason of absence for a medical leave or leave covered by a federal or provincial statute and remain eligible for the Health and Wellness Benefit.

The Employer requires receipts prior to releasing any funds to eligible employees.

A-6 Health Spending Account

Effective January 1, 2023 the Employer will subscribe to and fund a Health Spending Account to be administered by Group Health, the Employer's Benefit Provider, and covering those expenses which are accepted as health expenses by the Canada Revenue Agency and as adjudicated by Group Health. Each eligible employee shall receive a one hundred (\$100) dollars health spending limit per year to be used by the end of the benefit year.

APPENDIX "B"

WAGES

B-1 Classifications and Hourly Rates of Pay

All employees except as provided in B-2 shall be slotted into and progress up the progression scales in accordance with their calendar months of service with the Employer.

<u>Classifications</u>	Current	September 1, 2022	April 1, 2023	September 1, 2023	September 1, 2024	September 1, 2025
		2.50%		2.00%	2.00%	2.50%
<u>Support Staff</u>						
Start	\$13.93	\$15.11	\$16.91	\$16.94	\$17.28	\$17.71
24 months	\$15.66	\$16.05	\$17.55	\$17.90	\$18.26	\$18.72
60 months			\$19.00	\$19.00	\$19.38	\$19.86
<u>Coordinator</u>						
Start	\$16.57	\$16.98	\$19.08	\$19.47	\$19.86	\$20.35
12 months	\$17.20	\$17.63	\$19.73	\$20.12	\$20.53	\$21.04
24 months	\$18.69	\$19.16	\$20.90	\$21.32	\$21.74	\$22.29

Based on the funding provided by Government in any fiscal year the Employer shall provide a wage increase to employees consistent with the funding increase. For example, if the funding increase is 2% on May 15th, then the wage increase will be 2% on May 15 inclusive of the wage increase given the previous September, not in addition to. Should there be no increase provided by government or a reduction in funding by Government, then wages would be maintained at their present levels.

Retroactive Pay

All employees shall receive full retroactive pay back to September 1, 2022, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within three (3) weeks following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on their regular paycheques that show separate retro pay apart from their normal earnings.

Additionally, the parties agree to a Long Service Premium as follows:

Nine (9) years of service	Twenty-five cents (\$0.25)
Fourteen (14) years of service	Fifty cents (\$0.50)
Twenty (20) years of service	Seventy-five cents (\$0.75)

B-2 Relief Employee

Relief employees shall progress through the wage range on the basis of "hours paid" with each one hundred and fifty-one (151) hours paid equal to one (1) calendar month's service.

B-3 Sleepover and Wake Night Premium Pay

B-3.01 Employees who are required to work overnight shifts during which they are permitted to sleep shall be paid a maximum of eight (8) hours while sleeping at the Manitoba minimum wage as the sleep stipend.

B-3.02 Employees who work overnight shifts will have the hours during which they are sleeping count towards overtime but only in accordance with the averaging provisions below.

B-3.03 Where an employee is expected to be awake during the overnight shift the employee shall be paid at their regular rate of pay at straight time for the hours they are awake.

B-3.04 Employees who work overnight shifts will have their hours, including sleep time, averaged over a two (2) week period and will only receive overtime at the conclusion of the two (2) week period where they have worked more than eighty (80) hours in the two (2) week period including the sleep time.

B3.05 No employee shall be scheduled for a shift of greater than twelve (12) hours including sleep time, without the payment of overtime after twelve (12) hours.

B-3.06 Employees who are required to sleep over at the residence in the course of their employment shall not pay any room or board.

B-4 Vehicle Allowance

B-4.01 The use of personal vehicles shall be strictly voluntary. If an employee is voluntarily offering their vehicle for the use of tasks the employer requires of them the use shall be reimbursed as follows:

- (a) The Employer agrees to pay any premium charges, which may be legally required or recommended by Family Services, over the basic \$200,000.00 all-purpose insurance cost up to a maximum of the Family Services recommendation.
- (b) The Employer agrees to reimburse employees for the cost of Class 4 driver's licenses where the Employer directs employees to obtain it.

- (c) The Employer agrees to reimburse employees at the rate of **fifty (\$.50)** cents per kilometre effective the date of ratification.

B-4.02 Employees shall be allowed to plug their vehicle into the available electrical outlets at the workplace during the winter months at no cost to the employees.

APPENDIX “C”

Bumping Protocol

1. Bumping process will be implemented only if a position held by a unionized employee of Rolling Dale Enterprises Inc. is eliminated.
2. If a position is to be eliminated, Rolling Dale Enterprises Inc. will notify each location by memo, after notifying affected employees, which position is to be eliminated and the hire date of the person/s (not the name of the person/s) who currently hold that position.
3. Bumping is to be done strictly by seniority.
4. In the case of closure of either a residence or a Day Program, administration will hold a general information/question meeting for employees of Rolling Dale Enterprises Inc.
5. An employee whose position has been eliminated or has been bumped from a position they are currently in will be given a list of all positions held by employees with less seniority than themselves. Support staff may not bump Coordinators.
6. In the event an eliminated position is held by an employee with less seniority than all other employees that currently hold positions within Rolling Dale Enterprises Inc., the employee will be given the choice of either being laid off or put on the casual list.
7. Employees will be given 48 hours from the time of notice by administration, to decide which position they will bump into. Should the employee not response within 48 hours, Rolling Dale Enterprises Inc. will recognize that the employee has chosen either to resign or move onto the casual list.
8. Employees must notify the **Program Manager/Financial Manager** in writing of their decision to bump into a position. Administration will then notify affected employees by phone with a letter to follow.
9. After bumping into a position, employees either can remain in that position, can move to casual, or resign (only an employee who has no position to bump into or is not qualified for a position can be laid off).
10. If, within the first 10 working shifts of starting into a bumped position, an employee chooses to move to casual or resign, the person originally bumped from the position will be reinstated as soon as scheduling permits (all employees affected will return to their original positions).

11. Notification of bumping of employees who are on vacation, sick leave or statutory leave: Administration will notify employees on extended sick leave or maternity/parental leave/compassionate care leave by phone that they are bumped and they will have 48 hours to decide whether they will bump someone else, go to casual, or resign. If an employee is on vacation when they are bumped, the bumping process will be put on hold until that employee returns to work and is notified of the bump, although the employee bumping can train and start into that position.
12. Employees are NOT to contact other employees at home or at work regarding the bumping process. Any questions employees may have must be directed to the **Program Manager/Financial Manager**. This will help to eliminate rumors gossip, and misunderstandings.

APPENDIX “D”

Restructuring/Change of Hours Protocol

1. This process will be implemented only if the hours in a permanent support staff position held by a unionized employee of Rolling Dale Enterprises Inc. are changed. Management has the right to change the hours of a Coordinator position without restructuring, as long as all affected parties are in agreement
2. If a position is to be changed, Rolling Dale Enterprises Inc. will notify each affected employee at the affected location in a meeting or by memo, which position(s) are to be changed. At this time all employees who hold a permanent position in the affected location will have the opportunity to choose the position they wish to fill.
3. Choosing of position is to be done strictly by seniority until there are no positions left to fill in that work location.
4. In the choosing process, should a senior employee opt to skip their turn choosing, choosing will continue by seniority until all positions are filled.
5. Employees will be given 48 hours from the time of notice by administration, to decide which position they will choose. Should the employee not respond to the **Program Manager/Financial Manager** in writing within 48 hours, Rolling Dale Enterprises Inc. will recognize that the employee has chosen to move to casual or resign.
6. Employees must notify the **Program Manager/Financial Manager** in writing of their position choice. Administration will then notify affected employees by phone with a letter to follow.
7. After choosing a position, employees either remain in that position, can move to casual, or resign.
8. Notification of employees who are on vacation, sick leave or statutory leave: Administration will notify employees on extended sick leave or maternity/parental leave/compassionate care leave of the restructuring by phone and they will then have 48 hours to decide what position they will choose within their work location. The employee on sick or maternity/parental/compassionate care leave must contact the **Program Manager/Financial Manager** by phone with their choice, with a letter in writing to follow thereafter. If an employee is on vacation during this process, the process will be put on hold until that employee returns to work and is notified.
9. Employees who, at the end of restructuring, are left without a permanent position are entitled to bump into another position at another work location. Please see the bumping protocol for more information.

10. In the case of concurrent restructuring at more than one work location, restructuring at all affected locations must occur first before the bumping begins. At this time all employees entitled to a bump will be contacted by seniority to choose the position they wish to bump into. The bumping protocol will be followed.
11. Employees are NOT to contact other employees at home or at work regarding the bumping process. Any questions employees may have must be directed to the **Program Manager/Financial Manager**. This will help to eliminate rumors gossip, and misunderstandings.

EXHIBIT ONE



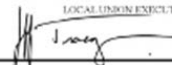
TO: THE NEW OR REHIRED EMPLOYEE:

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 832**, and **Rolling Dale Enterprises Inc.** contain the following statements:

“All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff. The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee their responsibility in regard to the payment of Union dues and initiation fees.”

The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles “*Union Shop*” and “*Deduction of Union Dues*” of the Collective Agreement.

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

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize the Union 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 this line if you do not agree.)
ORGANIZATION NAME	TELEPHONE/LOCATION		DOCUMENT NO.		
CLASSIFICATION	FLOOR NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby acknowledge for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for- feited and I shall be considered a non-member if I do not pay my dues. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to abide by the policies and procedures of the Union, including but not limited to, privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union and any personal information will be Local No. 832 for the purpose of this application, 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.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
					

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-3635 or 1-888-832-6832.

LETTER OF UNDERSTANDING #1

BETWEEN:

**ROLLING DALE
ENTERPRISES, INC.**, in the
Province of Manitoba,
hereinafter referred to as the
"Employer",

AND

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

RE: FUNDING INCREASES

In light of new funding provided by Government, the parties agree to the following amendments to Appendix "B":

<u>Classifications</u>	Current	September 1, 2022	April 1, 2023	September 1, 2023	September 1, 2024	September 1, 2025
		2.50%		2.00%	2.00%	2.50%
<u>Support Staff</u>						
Start	\$ 13.93	\$ 15.11	\$ 16.61	\$ 16.94	\$ 17.28	\$ 17.71
24 months	\$ 15.66	\$ 16.05	\$ 17.55	\$ 17.90	\$ 18.26	\$ 18.72
60 months			\$ 19.00	\$ 19.00	\$ 19.38	\$ 19.86
<u>Coordinator</u>						
Start	\$ 16.57	\$ 16.98	\$ 19.08	\$ 19.47	\$ 19.86	\$ 20.35
12 months	\$ 17.20	\$ 17.63	\$ 19.73	\$ 20.12	\$ 20.53	\$ 21.04
24 months	\$ 18.69	\$ 19.16	\$ 20.90	\$ 21.32	\$ 21.74	\$ 22.29

Consistent with the language contained in Appendix B-1, the Employer has indicated that the increases above are consistent with the additional funding they have received to date.

All employees shall receive full retroactive pay to April 1, 2023, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of signing this Letter of Understanding (LOU). Retroactive pay shall be issued to each employee in the bargaining unit on their regular pay that show separate retro pay apart from their normal earnings.

Appendix "B" of the CBA shall be amended with the new wage scale as outlined above immediately following signing of this LOU.

Where there is a conflict between the CBA and this LOU # 1, this LOU # 1 shall apply.

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

SIGNED THIS 17th DAY OF October, 2023.

FOR THE UNION:

FOR THE EMPLOYER:

