

**UNICITY TAXI LTD.**

FROM: August 26, 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



# UNICITY TAXI LTD.

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**EXPIRY DATE: AUGUST 31, 2026**

**AGREEMENT BETWEEN:**

**UNICITY TAXI LTD.**, a body corporate carrying on business in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Company"

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

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

**ARTICLE 1            NATURE OF THE BARGAINING UNIT**

1.01            The Company recognizes the Union as the sole agent for the purpose of collective bargaining for all employees of Unicity Taxi Ltd., employed as Call Taker Supervisors, Call Takers and Office Clerks in the City of Winnipeg, in the Province of Manitoba, except the General Manager, Assistant General Manager, Head/Lead Computer Dispatch Supervisor (Manager), and those excluded by the Act.

There shall be no more than two (2) Call Taker Supervisors scheduled and/or called in to work at any one time.

1.02                   The Company shall provide the Union in January and June of each calendar year, and whenever changes are made, with a list containing the names and classifications of all managers excluded from the bargaining unit.

## **ARTICLE 2           DEFINITIONS**

2.01                   **Full-time Supervisor:** shall be an employee who is normally scheduled to work forty (40) hours per week, consisting of five (5) consecutive shifts of eight (8) hours each.

2.02                   **Part-time Supervisor:** shall be an employee who is normally scheduled to work less than the prescribed hours of work referred to in Article 2.01 above. No full-time employee who is so employed as of February 25, 2010, shall be employed on a part-time basis. All such employees are to only be employed on a full-time basis as described in Article 2.01 above.

2.03                   **Full-time Call Taker:** shall be an employee who is normally scheduled as a Call Taker, to work forty (40) hours per week, consisting of five (5) shifts of eight (8) hours each.

2.04                   **Full-time Office Clerk:** shall be an employee who is normally scheduled as an Office Clerk, to work thirty-seven and one-half (37½) hours per week, consisting of five (5) shifts of seven and one-half (7½) hours each, from Monday to Friday inclusive.

2.05                   **Part-time Employee:** shall be an employee who is normally scheduled to work less than the prescribed hours of work referred to in Articles 2.03 and 2.04 above. No full-time Office Clerk who is so employed as of July 1, 1998, shall be employed on a part-time basis. All such employees are to only be employed on a full-time basis as described in Articles 2.03 and 2.04 above.

2.06                   **Plural and Singular:** when the plural is used it shall also mean the singular and vice versa, wherever applicable.

2.07                   **Promotion:** shall mean the transfer of an employee to a higher-level position of more responsibility as well as salary.

2.08                   **Demotion:** shall mean the transfer of an employee to a lower-level position of less responsibility as well as salary.

2.09                    **Layoff:** of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

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

### **ARTICLE 3                    UNION SHOP**

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

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

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

3.04                    The Company agrees to provide the Union, once a month, with a list containing the names of all employees who have retired, on sick leave, paid or unpaid leave of absence or terminated their employment during the previous month.

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

### **ARTICLE 4                    DEDUCTION OF UNION DUES**

4.01                    The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company 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 direct



deposited by the Company to the **Accounting Department/Bookkeeper** of the Union within twenty (20) calendar days following the end of the Company'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. Said electronic Excel statement shall be in alphabetical order. The Company shall also provide the Union, when remitting the monthly deposit, with any name change of employees.

4.02 Each year the Company will calculate the amount of union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee by no later than February 28th.

## **ARTICLE 5 NO CONTRACTING OUT**

5.01 The Company agrees that it will not contract out any work that is presently being performed by employees of the bargaining unit.

5.02 It is understood and agreed that all Call Taker Supervisors shall be entitled to perform Call Takers work to be consistent with present practices. Furthermore, it is understood that the scheduling and/or calling in of Call Taker supervisors will not result in a decrease in Call Takers work and in the amount of Call Takers assigned to work.

5.03 It is understood and agreed that in cases where employees who have been scheduled to work do not report for work as scheduled or complete work as scheduled, that management and/or a member of the Board of Directors shall be entitled to temporarily perform bargaining unit work. In such a situation management shall attempt to obtain a replacement person from within the bargaining unit to cover the work in question if eight (8) or more hours of work will be available to the person called in after they are reasonably expected to arrive.

Management will make the attempt by contacting the employee once per telephone call to the number provided by the employees to management. A voicemail message will be left on the employee's answering machine in the event the employee is not at home to confirm the call was made.

## **ARTICLE 6 PROBATIONARY PERIOD**

6.01 Any employee who is hired by the Company shall be on probation for the lesser of their first forty-five (45) days in which work is performed (working days) or ninety (90) calendar days from their date of hire. During this probationary period such employees shall be covered by this Agreement. The Union expressly agrees that the Company shall have the right to discharge probationary employees in the Company's sole discretion.

## **ARTICLE 7                    HOURS OF WORK**

### **7.01                            Call Taker Supervisors**

- (a)    The normal work week for full-time employees shall be forty (40) hours per week, to be worked in five (5) consecutive shifts of eight (8) hours each.
- (b)    The normal shift schedule for shifts for full-time Day Shift employees shall commence between 7:00 a.m. to 9:00 a.m. and shall end between 3:00 p.m. and 5:00 p.m.

The normal shift schedule for shifts for full-time Afternoon Shift employees shall commence between 3:00 p.m. to 5:00 p.m. and shall end between 11:00 p.m. and 1:00 a.m.

The normal shift schedule for shifts for full-time Night Shift employees shall commence between 11:00 p.m. and 1:00 a.m. and shall end between 7:00 a.m. and 9:00 a.m.

- (c)    All employees shall receive two (2) consecutive days off every week.

### **7.02                            Call Takers**

- (a)    The normal work week for full-time Call Takers shall be forty (40) hours per week, to be worked in five (5) shifts of eight (8) hours each.
- (b)    The normal shift schedule for shifts for full-time Day Shift Call Takers shall commence between 7:00 a.m. to 9:00 a.m. and shall end between 3:00 p.m. and 5:00 p.m.

The normal shift schedule for shifts for full-time Afternoon Call Takers shall commence between 3:00 p.m. to 5:00 p.m. and shall end between 11:00 p.m. and 1:00 a.m.

The normal shift schedule for shifts for full-time Evening shift Call Takers shall commence between 6:00 p.m. and 8:00 p.m. and shall end between 2:00 and 4:00 a.m.

The normal shift schedule for shifts for full-time Night shift Call Takers shall commence between 11:00 p.m. and 1:00 a.m. and shall end between 7:00 a.m. and 9:00 a.m.

- (c)    All Call Takers shall receive two (2) consecutive days off every week.

7.03

**Office Clerks**

The normal basic work week for all full-time Office Clerks shall be thirty-seven and one-half (37½) hours to be worked in five (5) shifts at seven and one-half (7½) hours per day from Monday to Friday inclusive. All scheduled shifts for such full-time employees shall commence not earlier than 8:30 a.m. and shall end not later than 6:30 p.m.

7.04

**Additional Hours of Work/All Employees**

Additional hours of work that become available because an employee who was scheduled to work, and who is then absent from work for any reason, will be offered firstly to senior part-time employees who are on the work schedule for that week and who are available and willing to do the work. The Company is not required to guarantee to any person, any extra hours of work that would cause the person's work week to exceed forty (40) hours.

Should no senior employee who is scheduled to work that week be available to work these additional hours, other senior part-time employees who are available to do the work will then be offered the additional hours of work.

Part-time Call Taker Supervisors shall advise their supervisor of the hours that they are available for work for a one (1) month period not later than two (2) days prior to the posting of the monthly schedule. The Company will then schedule part-time staff according to their declared availability and Article 19.08 of this agreement. Any part-time employee who books off from a scheduled shift to work for another company shall be subject to discipline up to and including termination but retains the right to grieve under Article 24.

Part-time Call Takers shall advise their supervisor of the hours that they are available for work for a two (2) week period by Thursdays at 11 am. The Company will then schedule part-time staff according to their declared availability and Article 19.08 of this agreement.

Effective September 15, 2021, newly hired or rehired employees must be available to work a minimum of two (2) shifts in any one (1) calendar week.

In the event of a call-in shift coming available, the Company will call only those part-time employees who have indicated that they are available to work at the time of the shift that needs to be filled in accordance Article 19.08 of this agreement.

The Company shall be deemed to have complied with the requirements of this article, when they have made one (1) telephone call to each eligible employee in accordance with the provisions stated above, to the last telephone number made known by the employee to the Company. The Company shall keep a list where the callout and result will be recorded. Upon request, the shop steward or Union Representative shall be provided with a copy of the list.

7.05

**Work Schedules/All Employees**

(a) **Call Taker Supervisors**

The Company agrees to post a monthly schedule of shifts for all Call Taker Supervisors covered by this Agreement not later than five (5) days prior to the first day of the monthly schedule. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. The Company may change the work schedule subsequent to posting, in the event of requirements caused by shift bidding. The posted schedule shall indicate shifts anticipated for a four (4) week period.

(b) **Call Takers**

The Company agrees to post a bi-weekly schedule of shifts for all Call Takers covered by this Agreement not later than Friday noon, for the following week. Said schedule shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. The Company may change the work schedule subsequent to posting, in the event of requirements caused by shift bidding. The posted schedule shall indicate shifts anticipated for a two (2) week period.

7.06

**Time Logs**

**The Company shall provide a system to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work. Employees shall be entitled to review their recorded times upon request. Completed time logs shall be made available to the Union for examination upon request.**

7.07

**Time Off Between Shifts/All Employees**

Unless otherwise mutually agreed to between the employee concerned and the Company, all employees in the bargaining unit must have a minimum of eight (8) hours off from the time they finish working one (1) shift until the time they commence working their next shift. It is understood and agreed that said minimum eight (8) hours off between shifts must occur even when overtime is worked.

**7.08** Each employee is required to notify their supervisor at least four (4) hours prior to the start of their scheduled work period if the employee is going to be absent or late for any reason, indicating the reason for the absence or lateness and the probable length of the absence or lateness. A failure by an employee to provide at least four (4) hours prior notification of the absences or lateness to their supervisor will result in the absence or lateness being treated as unauthorized absenteeism and the employee being subject to discipline, up to and including termination, even if a satisfactory certificate from a doctor is subsequently produced. Consideration shall be given to any extenuating circumstances which prevented the employee from notifying the Company of their absence prior to the start of said employee's scheduled work period.

## **ARTICLE 8**      **REST PERIODS**

### **8.01**              **Call Taker Supervisors**

Full-time Call Taker Supervisors shall be entitled to one (1) twenty-five (25) minute rest period with pay and two (2) ten (10) minute rest periods with pay in an eight (8) hour shift.

- 8.02**              (a)      Part-time Call Taker Supervisors working a shift of four (4) hours or more but less than six (6) hours shall be entitled to two (2) fifteen (15) minute rest periods with pay.
- (b)      Part-time Call Taker Supervisors working a shift of six (6) hours or more but less than eight (8) hours shall have the option of taking any one of the following combinations of rest periods with pay during said shift:
- (1)      one (1) fifteen (15) minute rest period and one (1) twenty (20) minute rest period; or
- (2)      one (1) thirty (30) minute rest period.
- (c)      Part-time Call Taker Supervisors working an eight (8) hour shift shall be entitled to one (1) twenty-five (25) minute rest period with pay and two (2) ten (10) minute rest periods with pay.
- (d)      Any employees working a shift beyond eight (8) hours shall be entitled to an additional twenty (20) minute rest period with pay at the conclusion of their eight (8) hour shift and shall be entitled to an additional twenty (20) minute rest period with pay for every two (2) additional hours worked.

8.03

**Call Takers**

- (a) Full-time Call Takers shall be entitled to one (1) twenty-five (25) minute rest period with pay and two (2) ten (10) minute rest periods with pay in an eight (8) hour shift.
- (b) Part-time Call Takers working a shift of four (4) hours or more but less than six (6) hours shall be entitled to two (2) fifteen (15) minute rest periods with pay.
- (c) Part-time Call Takers working a shift of six (6) hours or more but less than eight (8) hours shall have the option of taking any one of the following combinations of rest periods with pay during said shift:
  - (1) one (1) fifteen (15) minute rest period and one (1) twenty (20) minute rest period; or
  - (2) one (1) thirty-five (35) minute rest period.
- (d) Part-time Call Takers working an eight (8) hour shift shall be entitled to one (1) twenty-five (25) minute rest period with pay and two (2) ten (10) minute rest periods with pay.
- (e) Any Call Takers working a shift beyond eight (8) hours shall be entitled to an additional twenty (20) minute rest period with pay at the conclusion of their eight (8) hour shift and shall be entitled to an additional twenty (20) minute rest period with pay for every two (2) additional hours worked.

8.04

**Office Clerks**

- (a) Each Office Clerk's daily shift shall include one (1) forty-five (45) minute rest period with pay.
- (b) Office Clerks who work beyond seven and one-half (7½) hours in a shift shall be entitled to an additional twenty (20) minute rest period with pay at the conclusion of their seven and one-half (7½) hour shift and shall be entitled to an additional twenty (20) minute rest period with pay for every two (2) additional hours worked.
- (c) Where practical, rest periods for all Office Clerks shall be uninterrupted in duration and shall be taken at a time selected by each such employee. However, the Company may designate the rest period time for each such employee if required by operational demands.

8.05 In the event that an employee working alone is unable to have any rest periods during a regular shift then said employee shall be paid an additional one (1) hour at the appropriate rate of pay.

## **ARTICLE 9 OVERTIME**

9.01 All overtime worked in excess of the normal basic work week as defined in Article 7 or beyond the scheduled quitting time shall be paid at time and one half (1½) time the employee's regular hourly rate of pay.

9.02 Overtime shall be offered on the basis of seniority to employees who are working in the classification where the overtime is required. If no such employee wishes to work overtime, the Company may assign the most junior employee in the classification affected to perform the work. It is understood, however, that no employee shall work more than six (6) hours of overtime immediately prior to or following their daily work shift unless they voluntarily agree to do so. No employee shall work any overtime until it has been authorized by management.

9.03 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two. Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time that is mutually agreeable to the employee and the Company. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) hours of paid time off for each hour of overtime worked. Accumulated banked overtime shall always be shown on the employee's pay stub.

## **ARTICLE 10 GENERAL HOLIDAYS**

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

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

**In addition, effective September 30, 2024, the National Day for Truth and Reconciliation shall be considered as a paid General Holiday, unless earlier designated as a paid General Holiday by the Provincial Government.**

10.02  
above:

In addition to the general holidays referred to in sub-article 10.01

- (a) all full-time employees who have completed their probationary period as per Article 6 of this Agreement, shall be entitled to take two (2) floating holidays per calendar year.
- (b) all part-time employees hired before December 15, 2014, who have completed their probationary period as per Article 6 of this Agreement, shall be entitled to take two (2) floating holiday per calendar year.
- (c) all part-time employees hired on or after December 15, 2014 who have completed their probationary period as per Article 6 of this Agreement, shall be entitled to take one (1) floating holiday per calendar year.

Each qualifying employee shall make a request in writing, two (2) weeks in advance of the day/s off requested. The floating **holiday/s** will be scheduled at a time that are mutually agreeable between the employee and their manager, **subject to operational requirements and seniority, and provided that in the event that two (2) or more employees request the shift off, no more or less than one (1) employee per shift will be permitted to have the shift off at any one time.** It is further understood and agreed that all employees shall receive their floating holiday/s with pay and that the qualifying provisions contained in sub-article 10.03 of this Agreement apply. Employees shall be paid for their floating holiday/s in accordance with the provisions contained in Articles **10.06 and 10.07** of this Agreement.

It is acknowledged that employees may switch from part-time to full-time or vice versa during a calendar year. In no case shall an employee be entitled to more than two (2) floating holidays a calendar year.

10.03 In order for an employee to qualify for payment for any of the general holidays referred to in Article 10.01, the employee must not have been voluntarily absent from their scheduled work day immediately prior to or following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

10.04 If a general holiday occurs during an employee's vacation the employee shall have the opportunity to take an extra day's vacation with pay or an extra day's pay.

10.05 Any employee who is required to work on a general holiday shall receive time and one-half (1½) for all hours worked plus any additional money pay they would have received had they not worked on that day.



10.06 All full-time employees shall receive their regular hourly rate of pay for the number of hours in their regular work day for each general holiday. All full-time employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked.

10.07 Part-time employees shall receive general holiday pay based on five (5%) percent of their total gross earnings (excluding overtime) in the four (4) calendar weeks immediately prior to said general holiday.

## **ARTICLE 11 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS**

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

11.02 Hourly rates of pay for any new classification that may be established by the Company and which come within the scope of this Agreement shall be the subject of negotiations, and the Company shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Company and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Company and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Company and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

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

11.04 Employees shall be paid every second Wednesday via direct deposit. Each employee's pay shall be accompanied by an itemized statement of wages covering the two (2) weeks ending the previous Sunday.

## **ARTICLE 12 SCHEDULED OR CALL-IN TIME**

12.01 Employees scheduled to work or called in and who report to work shall, if required to work less than four (4) hours, be guaranteed at least four (4) hours' pay at their appropriate hourly rate of pay.

## **ARTICLE 13        VACATIONS**

13.01                Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they have worked for the Company not less than ninety-five (95%) percent of the regular full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1)        the period of vacation;
- (2)        the aggregate of periods not exceeding thirty (30) working days in all, comprising:
  - (i)        time during which the employee has been authorized by the Company to be absent from work;
  - (ii)       time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that the employee was unfit to work during that time, by reason of the employee's illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, the employee shall receive vacation pay calculated at two (2%) percent of the employee's total wages earned (excluding overtime) for each week of vacation entitlement for which no vacation allowance has been paid.

13.02                Full-time employees who have completed one (1) year of service from date of last hire shall receive two (2) weeks' vacation with pay.

13.03                Full-time employees who have completed five (5) years of service from date of last hire shall receive three (3) weeks' vacation with pay.

13.04                Full-time employees who have completed ten (10) years of service from date of last hire shall receive four (4) weeks' vacation with pay.

13.05                Full-time employees who have completed twenty (20) years of service from date of last hire shall receive five (5) weeks' vacation with pay.

13.06                Full-time employees who have completed twenty-five (25) years of service from the date of last hire shall receive one (1) bonus week of vacation in the year following their 25th year of service.

13.07                Where an employee has worked for the Company at least fifty (50%) percent of the regular working hours in each of four (4) years in the preceding ten (10) years, the employee is entitled to an annual vacation of three (3) weeks for each year of service subsequent to the fourth (4th) year on the basis as is hereinbefore set out.

13.08                      Vacation with pay shall not include any premium or overtime pay.

13.09                      The Company shall post a list of the employees' number of weeks of vacation entitlement by March 1st of each year so as to enable employees to write their preferred vacation time. Employees shall have until March 31st of each year to write in their preferred vacation time. On April 15th of each year the Company shall post a finalized vacation schedule which cannot be changed, except at the request of the employee. Employees who wish to take their vacation prior to March 1st shall be entitled to do so and in such event must notify the Company in advance of all such time off required. It is understood and agreed that no vacations will be granted to employees during the months of January, February, March, October, November, or December of each year, unless by mutual agreement between the Company and the employee.

13.10                      Employees who wish same will be entitled to take their annual vacations with pay consecutively, to a maximum of three (3) consecutive weeks at any one (1) time, unless otherwise mutually agreed to between the Company and the employee.

13.11                      Vacation pay entitlements for part-time employees shall be as follows:

	<b><u>Employment</u></b>	<b><u>Entitlement</u></b>
(a)	less than 5 years of continuous employment since date of last hire	4% of total gross income
(b)	5 years or more but less than 10 years of continuous employment since date of last hire	6% of total gross income
(c)	10 years or more but less than 20 years of continuous employment since date of last hire	8% of total gross income
(d)	20 years or more of continuous employment since date of last hire	10% of total gross income

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

13.13 An employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty (\$50.00) dollars obligation committed, prior to the two (2) weeks' notice.

13.14 Unless otherwise approved by the Company, full-time employees must take all of their earned vacations with pay.

13.15 Employees entitled to two (2), three (3), four (4) or five (5) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent or ten (10%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

13.16 Seniority within the employee's classification shall be the governing factor in the choice of vacation.

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

13.18 Vacation shall be paid to employees no later than the next pay period after the written request is received by the Company.

#### **ARTICLE 14 MANAGEMENT RIGHTS AND FUNCTIONS**

14.01 The Company retains all Management rights and functions not specifically limited by this Collective Agreement and such Management rights and functions, without limiting the generality of the foregoing, include the right to plan, direct and control operations, maintain discipline and efficiency of employees, to require employees to observe reasonable rules and regulations, to hire, lay off or assign employees' working hours, to transfer, promote and demote, and to discipline, suspend or discharge employees for just and sufficient cause. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

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

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

14.04 The Company agrees to continue their practice of communicating all permanent administrative procedural and policy changes to the Supervisors through the General Manager by way of written memo. In addition, the President of the Board can issue a temporary verbal instruction in the absence of the General Manager. Said instruction will be followed up with a written memo at a later time.

## **ARTICLE 15 SAFETY AND HEALTH**

15.01 The Company agrees to establish a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Company's operation. The committee shall be comprised of three (3) members chosen by the Union and three (3) management person. A 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 for all employees to see. The Union office shall also be provided with 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.

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

15.03 The Company shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Company and the Union. The Company shall not be required to pay lost wages in excess of sixteen (16) hours, or more depending on current legislation, per committee member from the bargaining unit, per calendar year.

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

15.05 A first aid station and an eye wash station shall be provided for and maintained on the Company's premises and shall be available for employees to use when they are at work.

15.06 The Company shall pay the tuition costs of any employee who completes a first aid course that has been pre-approved by the Company. All such courses must be taken on the employee's own time.

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

16.01 When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting will be considered as time worked. This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

## **ARTICLE 17 STRIKES AND LOCKOUTS**

17.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement except as may be permitted by this Agreement.

## **ARTICLE 18 LEAVES OF ABSENCE**

### **18.01 Personal Leave**

A leave of absence without pay, for personal reasons, may be granted to an employee. If the leave is for a period of one (1) calendar week or more, a written application must be made by the employee to the Company and written confirmation of said leave shall be given to the employee involved by the Company and a copy shall also be sent to the Union office. The Company agrees not to unreasonably withhold the granting of same.

### **18.02 Union Leave**

A leave of absence without pay, to attend to Union business, shall be granted to an employee. Four (4) weeks' advance notice shall be given to the Company indicating that such leave is required and unless otherwise agreed to by the Company, no more than two (2) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Company and the Union.

### **18.03 Convention/Conference/Education Leave**

A leave of absence without pay, for the purpose of attending conventions/conferences and/or education seminars, shall be granted to bargaining unit employees by the Company, upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Company and the Union and the duration of any such leave shall not exceed fifteen (15) working days per occasion.

18.04                    **Negotiation Leave**

The Company shall allow two (2) bargaining unit employee time off, without pay, for the purpose of attending negotiations for the renewal of the Collective Agreement. One (1) employee must be from the Supervisors group and one (1) employee must be from the Call Takers and Office Clerks group.

18.05                    **Jury Selection/Duty Leave**

Employees summoned to **jury selection or jury duty** shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned at straight time for normal working hours had they worked on such days provided that such days must fall on a regularly scheduled working day for that employee.

18.06                    **Witness Leave**

Employees required to appear in Court as a witness on behalf of the Crown or of the Company will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned at straight time for normal working hours had they worked on such days provided that such days must fall on a regularly scheduled working day for that employee.

18.07                    **Bereavement Leave**

An employee shall be entitled to bereavement leave of three (3) working days with pay, which can be taken non-consecutively if needed, when the employee is to be absent from work due to the death of their spouse, parent, **step-parent**, child, **step-child**, brother or sister, niece or nephew. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay.

An employee shall be entitled to bereavement leave of two (2) working days with pay **and an additional one (1) working day off without pay**, which can be taken non-consecutively if needed, when the employee is to be absent from work due to the death of their mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law. or grandchild. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay.

An employee shall be entitled to bereavement leave of one (1) working day with pay **and an additional one (1) working day off without pay, which can be taken non-consecutively if needed**, when the employee is to be absent from work due to the death of their daughter-in-law or son-in-law, aunt or uncle. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay.

In the event of a funeral of a person referred to above, which takes place more than two hundred and forty (240) kilometers from the city of Winnipeg, the Company shall grant an additional day off without loss of pay to attend that funeral and, if the employee so desires, a further day without pay.

The Company shall grant one (1) day off without pay to an employee who acts as a pallbearer, at a funeral of a person who is not already referred to in this Article.

#### 18.08 **Maternity Leave**

An employee who has completed **their** probationary period and who, where possible, provides the Company with a minimum of two (2) weeks' notice in advance of the day **they** intend to commence **their** leave, shall be granted a maternity leave of absence without pay by the Company. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless **they** wish to take parental leave immediately following **their** maternity leave.

Where an employee intends to return to work immediately following **their** maternity leave **they** must give the Company a minimum of four (4) weeks' notice in advance of the day **they** intend to return to work.

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

#### 18.09 **Parental Leave**

##### (A) Entitlements

Every employee

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

is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to sixty-three (63) weeks.



(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Company and the employee.

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

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

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

(D) **Reinstatement of Employee**

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

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

18.10 **Parenting Leave**

The Company agrees to grant employees who will be the parent of the child but are not physically giving birth to a child one (1) day off with pay as parenting leave to be taken on or within three (3) days of the birth of the child. Parenting leave shall be in addition to any parental leave the employee may be entitled to.

18.11 **Family Responsibility Leave**

In the event of a serious illness or injury occurring to an employee's spouse, parent or child that requires the attendance of a physician, the employee may

request, and if so, shall be granted a paid leave of absence or absences which shall not exceed eight (8) working hours in total per calendar year. The purpose of this leave shall be to enable the employee to attend to the needs of their ailing spouse, parent or child.

18.12                    **Compassionate Care Leave**

Employees may request time off for Compassionate care purposes and if so, shall be granted a leave of absence or absences which shall not exceed twenty-eight (28) weeks in total. 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 18.07 of the collective agreement.

18.13                    **Interpersonal Violence Leave**

- (a) Employees who have been employed for at least ninety (90) days and are victims of interpersonal violence as defined under The Employment Standards Code (Manitoba) shall be entitled to Interpersonal Violence Leave without pay except as provided for under sub-article 18.13 (d) below.
- (b) Employees may use Interpersonal Violence Leave to:
  - (i) seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the interpersonal violence;
  - (ii) obtain services from a victim services' organization;
  - (iii) obtain psychological or other professional counselling;
  - (iv) temporarily or permanently relocate to a safe place;
  - (v) seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the interpersonal violence.
- (c) There are two (2) parts to Interpersonal Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one (1) continuous period. Employees can take the leave in any order that meets their individual circumstances.

- (d) Employees are entitled to be paid to a maximum of five (5) days of Interpersonal Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Company of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.
- (e) An employee wishing to take Interpersonal Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Company may require the employee to provide reasonable verification of the necessity of the leave.
- (f) An employee taking Interpersonal Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Interpersonal Violence Leave.
- (g) Employees may end the leave earlier than seventeen (17) weeks by giving the Company two (2) weeks' notice in writing before the day they intend to return to work. The Company and employees may agree to a different schedule for returning to work.
- (h) At the end of an employee's leave under this Article, the Company shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Company lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

18.14

**Critical Illness of a Child Leave**

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

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

- (iv) the guardian or foster parent of a child; or,
- (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.

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

- (b) Employees shall provide the Employer with a certificate from a Medical Practitioner indicating that the child is critically ill and requires the care or support of the parent for a specified amount of time.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
- (d) Employees may end the leave earlier than thirty-seven (37) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

#### 18.15

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

An employee shall receive Disappearance or Death of a Child Leave without pay for up to fifty-two (52) weeks if they are a parent of a child, under the age of eighteen (18), who has disappeared as a result of a crime. If the child has died as a result of a crime, the employee is entitled to take a leave of up to one hundred and four (104) weeks, subject to the following:

- (a) Employees must have completed at least thirty (30) days' employment, and are:
  - (i) a parent of a child;
  - (ii) the spouse, common-law partner or same sex partner of a parent of a child;

- (iii) a person with whom the child was placed for the purposes of adoption;
  - (iv) the guardian or foster parent of a child; or,
  - (v) a person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (b) Reasonable verification of the need for the leave must be provided to the Employer as soon as possible.
  - (c) Where possible, the employee shall provide two (2) weeks' notice before the leave.
  - (d) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
  - (e) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

18.16

**Organ Donation Leave**

- (a) Employees who have been employed for at least thirty (30) days shall receive Organ Donation Leave without pay for up to thirteen (13) weeks to donate an organ or tissue to another individual.
- (b) Employees must provide a certificate from a Doctor stating the start and end dates for the period of time necessary to donate the organ and recover from the procedure.
- (c) Where possible, the employee shall provide two (2) weeks' notice before the leave
- (d) Employees are entitled to extend their leave by up to an additional thirteen (13) weeks, without pay, if a Doctor provides another certificate stating the time period needed to finish recovering.

- (e) Employees may end the leave earlier by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.
- (f) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

18.17 **Protected Leaves**

Leaves of absence provided under The Employment Standards Code (Manitoba) that are not referred to elsewhere in this Agreement will be provided subject to and in accordance with the requirements of The Employment Standards Code (Manitoba).

18.18 **Confirmation of Time Off**

The requesting, granting and/or denial of any time off from work pursuant to this article shall be in writing.

**ARTICLE 19 SENIORITY**

19.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit from the employee's date of last hire.

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

19.03 Seniority shall be considered broken and service terminated if an employee:

- (a) is discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after a layoff and does not return to work within fifteen (15) calendar days of receiving a registered letter sent to their last known address;

- (d) is absent from work for more than two (2) consecutive working days without an approved leave of absence unless a satisfactory reason is given by the employee. Sickness or a proven inability to communicate with the Company shall be considered a satisfactory reason;
- (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness or a proven inability to communicate with the Company shall be considered a satisfactory reason.

19.04

(a) **Call Taker Supervisors:**

Seniority, qualifications and ability to be able to perform the normal functions of the job shall be the governing factor in all matters of promotion, demotion, and awarding of a new full-time position or vacancy.

Employees will be laid off or reduced to part-time when necessary in reverse order of seniority providing the senior employee possesses the ability to be able to perform the normal functions of the job. Employees will be recalled to work in order of seniority providing the senior employee possesses the ability to be able to perform the normal functions of the job.

(b) **Call Takers:**

Seniority shall be the governing factor in all matters of promotion, demotion, awarding of a new full-time position or vacancy, layoff, recall after layoff, reduction to part-time and choice of shift, providing the employee involved has the ability to be able to perform the normal functions of the job.

In the event of layoff, reduction to part-time, and demotion, reverse order of seniority shall apply to all affected employees in the bargaining unit.

19.05

Employees accepting a promotion or transferring to another classification within the bargaining unit, based on Articles 14 and 19.04, shall be given a fair trial period in which to learn the normal functions of the job, and shall be returned to their former position if they are unable to perform the normal functions of the job for their new classification at the conclusion of said trial period or voluntarily choose to do so. A fair trial period shall encompass the first ninety (90) days worked in the new classification to which they have been promoted or transferred and employees shall continue to accumulate seniority during the trial period.

19.06 Any employee promoted to a position outside of the bargaining unit shall be on a trial period for a period of ninety (90) calendar days. If the employee is not successful in their new position, or if the employee decides to return to their former job within the bargaining unit, same will be allowed within the ninety (90) calendar day period. Any employee who returns to the bargaining unit within the ninety (90) calendar day period shall do so without loss of seniority and benefits.

19.07 Seniority for full-time employees shall apply amongst full-time employees and all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees.

19.08 Daily available part-time hours of work shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee is available and willing to work the hours.

19.09 Any part-time employee who refuses an offer of work during a week in which said employee was not previously scheduled to work, may have their name removed from the seniority list and have their employment terminated by the Company subject to the following conditions:

- (a) the employee must have refused offers of work for four (4) consecutive weeks in which they were not previously scheduled to work; and
- (b) a week in which the employee refuses an offer of work due to vacation granted by the Company, a leave of absence granted by the Company, or illness or accident as substantiated by a doctor's certificate, shall be disregarded in computing the four (4) consecutive weeks.

19.10 If a part-time employee becomes full-time, their full-time seniority date will be effective the date they become full-time. Their part-time seniority date shall be maintained and continue to accumulate.

19.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

19.12 The Company shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any person whose status is to be changed by the Company from full-time to part-time.

19.13 The Company agrees to provide the Union **via email** in January and July of each calendar year with a seniority list of the employees in the bargaining unit. Such list shall also be posted in the Union bulletin board.



**In addition, the Company agrees to provide the Union via email in January and July of each calendar year with an Excel format list containing the current name, social insurance number, address, telephone number, email, employee number, classification, department, status, rate of pay, start date and seniority date of all bargaining unit employees, including those on leave.**

## **ARTICLE 20            TECHNOLOGICAL CHANGE**

20.01            Technological change shall mean the introduction by the Company of equipment or material of a different nature or kind than that previously used by the Company and a change in the manner in which the Company carries on the work that is directly related to the introduction of that equipment or material.

20.02            The Company shall advise the Union in writing at least ninety (90) calendar days prior to the date on which they intend to make technological changes which would alter the hours of employment of employees covered by this Agreement and such notice shall include the following:

- (a)     the nature of the technological change;
- (b)     the date the Company intends to put into effect the technological change;
- (c)     the approximate number of positions that may be affected by the change or number of jobs that may be reduced; and
- (d)     any other pertinent information.

20.03            When the Company introduces technological change as set out in this article, it shall offer to train employees who have completed their probationary period and whose job would be lost because of the technological change. Such training will be offered on the basis of seniority for the work available.

20.04            Any employee who cannot be retrained during a maximum training period of thirty (30) calendar days shall be required at that time to indicate in writing their choice of one of the following two (2) options:

- (a)     the employee may elect to exercise their seniority to bump into a classification they are capable of performing; or
- (b)     the employee may elect to go on layoff status.

20.05            This article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of The Labour Relations Act of Manitoba shall not apply.

## **ARTICLE 21**      **NOTICE OF LAYOFF/CLOSURE/ SEVERANCE PAY**

### **21.01**                      **Notice of Layoff**

The Company shall notify all employees who are to be laid off, fourteen (14) calendar days prior to the effective date of the layoff or shall award pay in lieu thereof.

### **21.02**                      **Notice of Closure**

The Company shall notify all non-probationary employees who are to be affected by the permanent closure of all or any portion of the Company's operation with the following notice period or shall award pay in lieu thereof:

<b><u>Period of employment</u></b>	<b><u>Notice Period</u></b>
Less than one (1) year	one (1) week
One (1) year and less than three (3) years	two (2) weeks
Three (3) years and less than five (5) years	four (4) weeks
Five (5) years and less than ten (10) years	six (6) weeks
At least ten (10) years	eight (8) weeks

### **21.03**                      **Severance Pay**

The Company agrees that if an employee is to be terminated due to a technological change, or the closing of all or any portion of its operation covered by this Agreement, or because the employee's job has become redundant, or because of the Company's decision to downsize their operation, it shall provide each such employee with the following:

- (a) a minimum of two (2) weeks' notice or pay in lieu of notice; plus
- (b) one (1) additional weeks' notice or pay in lieu of notice for each year of service since date of last hire with the Company.

## **ARTICLE 22**      **VALIDITY OF AGREEMENT**

22.01                      In the event that this Agreement, or any portion of this Agreement, is held improper or invalid by any Court of Law or any Labour Relations Board or in the event that any portion of this Agreement conflicts with the law of the Province of Manitoba or of Canada, such decision and/or law shall not invalidate any other portion of this Agreement and this Agreement shall be deemed amended to comply with such decision or law.

## **ARTICLE 23            DISCIPLINE/DISCHARGE**

23.01            A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged. A full-time Union Representative shall be notified by the Company prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so. In unusual circumstances when it is necessary for the Company to advise an employee by mail of discharge, the Union will be faxed or emailed a copy of such notice.

**An employee who is working the Night Shift may be disciplined by the Company during such Night Shift by telephone call in the presence of a Shop Steward or another employee of the bargaining unit chosen by the employee being disciplined.**

23.02            All disciplinary meetings shall be held in private and shall take place in a location on the Company's premises.

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

23.04            Any discipline and/or discharge notice given to an employee by the Company shall become null and void and shall not be utilized by the Company against the employee at a later date in any situation where the Company has not fully complied with the provisions contained in Articles 23.01, 23.02 and 23.03 above.

23.05            Employees covered by this Agreement shall have access to their own personnel file up to two (2) times per calendar year, upon written request by the employee involved. It is understood that employees shall be able to obtain photocopies of any and all documents contained in their personnel file. A copy of an employee's reply to any document contained in their personnel file shall be placed in the employees' file and must first be given to the general manager. The Company shall keep only one (1) personnel file per employee. Any information contained in an employees' personnel file shall be confidential and shall not be given to or discussed with any other party without express written consent of the employee involved.

23.06 The Company agrees that it shall not use the disciplinary record of an employee to justify increased discipline on a progressive discipline basis if that employee has maintained a clear disciplinary record for twenty-four (24) months immediately preceding the event in question.

## **ARTICLE 24**      **ADJUSTMENT OF GRIEVANCES**

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

24.02 Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of one (1) year.

24.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

24.04 The Union shall not use the provisions contained in Articles 24.02 and 24.03 above to request information that does not pertain to a specific grievance of an employee.

24.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance or within thirty (30) calendar days following the date the party became aware of the alleged violation, shall be forfeited and waived by the aggrieved party.

24.06 All grievances shall be submitted in writing.

24.07 The procedure for adjustment of grievances shall be as follows:

**STEP ONE:** by a discussion between the employee and/or the Union Representative, with the General Manager or their designate. The General Manager or their designate shall reply to the grievance in writing within five (5) calendar days to the Union.

**STEP TWO:** If the grievance is not satisfactorily settled at Step One, the Union Representative shall request, in writing, a meeting of the Board of Directors or its designate(s) within seven (7) calendar days immediately following the day of receipt by the Union of the written reply of the General Manager or their designate in Step One. The

Board or its designate(s) shall meet with a representative of the Union to discuss the written grievance. The Board or its designate(s) shall state the decision of the Company in writing within fourteen (14) calendar days immediately following the day of the meeting.

24.08 If a satisfactory settlement cannot be reached, then upon request of either party, the matter may then be referred to an arbitrator selected in accordance with Article 25.

24.09 It is understood and agreed by the Union and the Company that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Company. Said extension will be confirmed in writing and shall not be unreasonably denied by either party.

## **ARTICLE 25            ARBITRATION**

25.01 If the Union and the Company cannot reach a settlement, then upon request of either party, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached within seven (7) days in respect to the selection of an Arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

25.02 Unless otherwise mutually agreed to between the Union and the Company, an arbitrator must hear and determine all matters in dispute within sixty (60) calendar days of their appointment.

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

25.04 The Arbitrator shall receive and consider such material evidence and they deem essential to a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render their decision as soon as reasonably possible.

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

25.06 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company'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.

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

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

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

## **ARTICLE 26 BULLETIN BOARD**

26.01 The Company agrees that during the term of this Agreement, it shall allow the Union to install its own bulletin board and shall allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Company and the Union and shall be situated in a prominent location. The Company shall be provided with a key to the bulletin board.

## **ARTICLE 27 SHOP STEWARDS**

27.01 The Company shall recognize all Shop Stewards elected and/or appointed by the Union to represent employees in the bargaining unit. The Company further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to management.

27.02 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

27.03 Shop Stewards shall be allowed reasonable time off with pay during regular working hours for the purpose of investigating any grievances.

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

## **ARTICLE 28 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENT**

28.01 Any employee in the bargaining unit who is asked by management to relieve any employee outside of the bargaining unit for a combined total of four (4) hours or more in a calendar week shall receive, for each such hour and portion of an hour worked, the greater of the rate of pay of the person they are relieving, or one (\$1.00)

dollar per hour, in addition to their regular hourly rate of pay. No employee shall do relieving work unless they are asked to do so by management.

28.02 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed.

28.03 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

## **ARTICLE 29 CHANGE OF OWNERSHIP**

29.01 In the event ownership of the Company passes to another employer, the relevant sections of the Manitoba Labour Relations Act shall apply and shall be deemed to form part of this Agreement.

29.02 The Company shall provide the Union with a minimum of ninety (90) calendar days' advance notice in writing of any change of ownership of the Company.

## **ARTICLE 30 UNION REPRESENTATIVE'S VISITS**

30.01 Duly authorized full-time representatives of the Union shall be entitled to visit the Company's premises, after notifying the General Manager or their designate, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Notification shall take place upon entering the Company's premises and before proceeding on a visit.

## **ARTICLE 31 TAXIS AND PARKING**

### **31.01 Taxis**

Employees covered by this Agreement who live within the Perimeter Highway shall be provided with taxi transportation to and from home at no cost to the employee when their shift commences or ends between the hours of 12 midnight and 6:00 a.m.

### **31.02 Parking**

The Employer shall continue its practice regarding parking facilities for employees. Parking facilities shall be allocated to employees in the south part of the parking lot in the amount presently provided on the basis of "first come, first served".

## **ARTICLE 32            HEALTH AND WELFARE REFERRAL**

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

## **ARTICLE 33            JOB DESCRIPTIONS**

33.01                      The Company agrees to provide the Union with job descriptions for each classification contained within the bargaining unit. Whenever a significant change is made to the job descriptions, the Company also agrees to provide the Union with an updated copy.

## **ARTICLE 34            JOB TRAINING**

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

## **ARTICLE 35            HARASSMENT/ABUSE**

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

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



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

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

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

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

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

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

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

## **ARTICLE 36**      **WORKERS COMPENSATION BENEFITS**

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

36.02                      Any employee who suffers an injury which qualifies for Workers Compensation benefits shall be paid by the Company for the hours they would otherwise have worked on the day of the injury, but was unable to work because of the injury.

36.03                      If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee without pay. Where possible, the employee shall schedule such time outside of working hours.

## **ARTICLE 37**      **PREMIUM PAYS**

### **37.01                      Training Premium**

Any employee who is required to train another employee shall be paid a training premium in addition to their regular hourly rate of pay in the amount of one dollar (\$1.00) for each such hour and portion of an hour worked. Training premium pay shall not be added to an employee's hourly rate of pay for the purpose of computing overtime. No bargaining unit employee shall train any other employee unless they have been specifically requested to do so by the Company.

### **37.02                      Night Shift Premium**

Employees scheduled to start work at 11:30 pm or later shall be paid a premium of one dollar (\$1.00) per hour for all such hours worked on the night shift.

## **ARTICLE 38**      **EDUCATION AND TRAINING TRUST FUND**

38.01                      The Company shall contribute six (6¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

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

## **ARTICLE 39**      **FINAL OFFER SELECTION**

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

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

39.03            Should the Company and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lockout. All outstanding matters shall then be submitted to final offer selection as hereinafter provided:

- (a)    The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- (b)    The Selector shall be selected by mutual agreement between the Company and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request The Manitoba Labour Board to make the appointment.
- (c)    The Selector shall receive a written statement or brief from the Company and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Company or the Union position as outlined by them as the basis for settlement.
- (d)    The Company and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Company and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- (e)    The Selector shall render their decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.

- (f) The Company and the Union shall pay the cost of their witnesses if required. The Company and the Union shall equally share the cost of the Selector.

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

#### **ARTICLE 40 DURATION**

40.01 This Agreement shall be effective from August 26, 2022 and shall remain in effect until **August 31, 2026** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate this Agreement, which notice may include a notice to negotiate a revision or renewal thereof.

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

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

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_  
Miles McDonald

\_\_\_\_\_  
Jagtar Sidhu

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Tarlochan Gill

\_\_\_\_\_  
Jeff Traeger

## **APPENDIX "A"**

### **HEALTH AND WELFARE BENEFITS**

#### **A-1 Paid Sick Leave Benefits**

A-1.01 Paid sick leave benefit shall accrue to each employee at the rate of eight (8) hours for each two hundred and forty (240) hours worked and/or paid until a maximum of two hundred and forty (240) hours has been accrued.

A-1.02 Accrual of paid sick leave benefits shall commence with the employee's date of hire but shall not be available to employees until they have completed their probationary period.

A-1.03 Employees shall be entitled to utilize their accumulated paid sick leave benefits for any absence from work due to illness and/or injury. Benefits shall commence being paid to the employee on the second day of any such absence that occurs during the calendar year. Such time shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate for each hour of such absence.

A-1.04 Paid sick leave shall only be applied for absences from an employee's regularly scheduled work day and shall not be applied to any days when the employee is off work due to suspension, layoff, leave of absence, Workers Compensation, scheduled days off, vacation, or a paid general holiday.

A-1.05 In January and July of each year, the Company shall notify the Union and each employee in the bargaining unit of the total amount of paid sick leave credits each employee has accumulated at that time.

#### **A-1.06 Absence Certificates**

Employees must report for work as scheduled unless illness or injury prevents them from attending to their duties. The Company may ask employees to provide a doctor's certificate, verifying any absence due to illness or injury. The Company will not require a doctor's certificate from an employee unless there are reasonable grounds to do so, which shall include the following circumstances:

- (a) the employee has been formally advised that their attendance record is unacceptable and that the doctor's certificates will be required in the future; or
- (b) upon returning from three (3) consecutive days of absence due to illness or injury; or
- (c) the circumstances surrounding the absence requires verification.

## **A-2 Dental Benefits**

A-2.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **forty-four (44¢)** cents per for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall also include time taken off work while on paid sick leave, vacation, general holidays and any paid leave of absence, up to a maximum of the basic work week. The Company shall increase its contributions into the plan by up to two (2¢) cents per hour if deemed necessary by the trustees of the plan.

A-2.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

A-2.03 The Company agrees to comply with all requests of the Board of Trustees in regards to the entry into the Plan and to abide by all the rules and decisions of the Board of Trustees as decided from time to time.

## **A-3 Prescription Drugs/Optical Benefits**

A-3.01 All employees, hired prior to September 15, 2021, who have completed one (1) or more years of continuous employment with the Company shall have prescription drug and prescription optical/eye exam costs for themselves and their dependents paid for by the Company to a combined maximum per employee per calendar year of six hundred and thirty-five dollars (\$635.00 (increasing to six hundred and sixty dollars (\$660.00) effective January 1, 2022). The amounts paid to each qualifying employee shall include prescription drug and prescription optical/eye exam costs for the employees' dependents.

All employees, hired on or after September 15, 2021, who have completed one (1) or more years of continuous employment with the Company shall have prescription drug and prescription optical/eye exam costs for themselves and their dependents paid for by the Company to a combined maximum per employee per calendar year of four hundred (\$400.00). The amounts paid to each qualifying employee shall include prescription drug and prescription optical/eye exam costs for the employees' dependents.

A-3.02 Prescription drug and prescription optical/eye exam costs will only be paid for expenses that occur while the employee is actively employed.

A-3.03 Employees shall submit a receipt to the Company which shall indicate the cost of the prescription drugs and/or prescription eyewear/eye exam, the date the prescription drugs and/or prescription eyewear/eye exams were purchased and the person the prescription drugs and/or prescription eyewear/eye exams were intended for. The Company shall compensate the employee within two (2) calendar weeks following the date on which the expense was first submitted to the Company.

**APPENDIX "B"**

**WAGES**

**B-1 Hourly Rates of Pay and Classifications**

	D.O.R.	September 1, 2023	September 1, 2024	September 1, 2025
<b><u>Call Taker</u></b>				
Start	Min. Wage	Min. Wage	Min. Wage	Min. Wage
After 6 Months	\$14.99	\$15.49	\$15.99	\$16.49
After 12 Months	\$16.39	\$16.89	\$17.39	\$17.89
<b><u>Office Clerks</u></b>				
Start	\$14.89	\$15.39	\$15.89	\$16.39
After 6 Months	\$15.71	\$16.21	\$16.71	\$17.21
After 12 Months	\$15.53	\$17.03	\$17.53	\$18.03
<b><u>Call Taker Supervisor</u></b>				
Start	\$15.57	\$18.07	\$18.57	\$19.07
After 6 Months	\$18.17	\$18.67	\$19.17	\$19.67
After 12 Months	\$18.77	\$19.27	\$19.77	\$20.27

**B-2 Retroactive Pay**

All employees employed by the Company on the date of ratification shall receive **fifty (50¢) cents per hour** for all hours worked and/or paid **from August 26, 2022 to February 7, 2023**. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement.

Retroactive pay shall be issued to each employee in the bargaining unit on **deposits** that are separate and apart from their normal earnings.

### **B-3 Minimum Wage Gap Guarantee**

After the date of ratification, in the event of a minimum wage increase in the Province, the Company will provide all employees with an adjusted increase in their pay classifications of not less than the same amount as the minimum wage increase. This increase will be effective on the date of the next annual increase.

(Example: Assume that the minimum wage increases on April 1, 2009 and the employees receive their annual increase on July 1, 2009. On July 1st each employee will receive an adjusted increase of not less than the increase in the Provincial minimum wage. To clarify this let us assume that on July 1, 2009, the rate category shows the employee is to receive thirty-six (36¢) cents an hour increase. The minimum wage has increased forty (40¢) cents per hour on April 1st. In this case the employees will receive forty (40¢) cents an hour increase effective on July 1st. If the annual increase is more than the increase in the Provincial minimum wage then the employee will receive only their annual increase.)

### **B-4 Increment Increases**

The increment increases provided for in the various classifications referred to in Appendix B-1 above shall be applied to all employees after each six (6) calendar months of employment until the top hourly rate of pay for their classification has been achieved.

### **B-5 Christmas Bonus:**

On January 1st of every calendar year, a Christmas bonus shall be paid to every employee in the following classifications:

- |  |                                |
|--|--------------------------------|
| – <b>Part-time Employees averaging twenty (20) hours or less per week:</b>   | Fifty dollars (\$50.00)        |
| – <b>Part-time Employees averaging more than twenty (20) hours per week:</b> | Seventy-five dollars (\$75.00) |
| – <b>Full-time Employees:</b>  | One hundred dollars (\$100.00) |



**Letter of Understanding #1**

**BETWEEN:**

**UNICITY TAXI LTD.**, a body corporate, carrying on business in the City of Winnipeg, in the Province of Manitoba, hereinafter called the "Company"

**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: MINIMUM WAGE GAP GUARANTEE**

The Parties agree that, for the duration of this Collective Agreement, Appendix B-3 – Minimum Wage Gap Guarantee shall be of no force or effect.

The Parties further agree that this Letter of Understanding shall terminate effective August 31, 2026.

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

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023**

**FOR THE UNION:**

**FOR THE COMPANY:**

\_\_\_\_\_  
Miles McDonald

\_\_\_\_\_  
Jagtar Sidhu

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Tarlochan Gill

\_\_\_\_\_  
Jeff Traeger

**Letter of Understanding #2**

**BETWEEN:**

**UNICITY TAXI LTD.**, a body corporate, carrying on business in the City of Winnipeg, in the Province of Manitoba, hereinafter called the "Company"

**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: RED CIRCLED WAGES**

The parties agree that any employees with wage rates exceeding the wage rates as set forth in Appendix B-1 for their respective classification as at the date of ratification shall have their wage rate red circled, and receive no additional wage increases until the applicable wage rate in Appendix B-1 exceeds their red circled wage rate. At such time, the effected employee's wage rate shall increase to the applicable higher rate of pay as set forth in Appendix B-1, and thereafter the employee shall receive the wage rates as set forth in Appendix B-1.

Should a red circled employee apply for and be awarded a new position in a different classification, such employee will move to the applicable wage rate for the corresponding classification as set forth in Appendix B-1, and no longer be red circled.

The Parties further agree that this Letter of Understanding shall terminate effective August 31, 2026.

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

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023**

**FOR THE UNION:**

\_\_\_\_\_  
Miles McDonald

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Jeff Traeger

**FOR THE COMPANY:**

\_\_\_\_\_  
Jagtar Sidhu

\_\_\_\_\_  
Tarlochan Gill

## EXHIBIT ONE



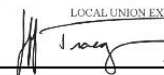
### TO: THE NEW OR REHIRED EMPLOYEE:

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

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

The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company 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 direct deposited by the Company to the **Accounting Department/Bookkeeper** of the Union within twenty (20) calendar days following the end of the Company'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. Said electronic Excel statement shall be in alphabetical order. The Company shall also provide the Union, when remitting the monthly deposit, with any name change of employees.

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

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D-M-Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D-M-Y)		I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)	
COMPANY NAME	TAX NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER NO.		FULL <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the above information is true and correct. I agree that all monies paid by me shall be forfeited and used for the purposes of collective bargaining and handling of grievances. I further agree that I will not disclose any confidential information to any other person. I agree to the privacy and protection of my personal information. United Food &amp; Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
					

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