

**MANITOBA CARDIAC INSTITUTE
(REH-FIT) INC.**

FROM: April 1, 2021
TO: March 31, 2024

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



MANITOBA CARDIAC INSTITUTE (REH-FIT) INC.

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EXPIRY: MARCH 31, 2024

AGREEMENT BETWEEN:

**MANITOBA CARDIAC
INSTITUTE (REH-FIT) INC.,** in
the City of Winnipeg, in the
Province of Manitoba, hereinafter
referred to as the "Employer"

AND

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

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

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

SECTION 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of the Manitoba Cardiac Institute (Reh-Fit) Inc., in the City of Winnipeg, in the Province of Manitoba, save and except Supervisors, the Chief Executive Officer, the Administrative Assistant to the Chief Executive Officer, the Governance and Operations Administrator, the Accounting Administrator reporting to the Director of Finance, Medical Officers, Dietician/Nutritionist, up to two (2) Communications and Marketing Officers, the Research and Data Analyst, the Fund Development Administrator, the Human Resources Officer, the food and beverage service operation, people above that rank, and those excluded by the Act.

SECTION 2 **DEFINITIONS**

2.01 The words "full-time employee" shall mean any person covered by this Agreement who works the full prescribed bi-weekly hours on a regular and recurring basis exclusive of overtime.

2.02 The words "part-time employee" shall mean any person covered by this Agreement who is regularly scheduled to work less than the full prescribed bi-weekly hours.

2.03 The words "casual employee" shall mean any person covered by this Agreement who is not full-time or part-time who does not regularly receive scheduled hours, but is called in occasionally to replace full-time or part-time employees or to supplement regular staff coverage during unforeseen staff shortages. The Employer may, but shall have no obligation to, engage as a casual employee a full-time or part-time employee who has resigned from **their** employment but has expressed a willingness to remain employed as a casual employee.

2.04 The terms of the Agreement, unless otherwise expressly stated, shall apply to casuals except as follows:

- a) 6.01 - the probationary period for casuals shall be 65 shifts worked.
- b) 9.01 - floater holidays - not applicable.
- c) 12 - Not Applicable. Casuals will receive vacation pay in the amount of six (6%) percent of regular wages (four (4%) percent in the first year of employment) to be paid on each cheque.
- d) 15 - not applicable.
- e) 29.02 - not applicable
 29.06 - not applicable
 29.09 - not applicable
- f) 31 - only paid for time missed from scheduled hours for five (5) or two (2) consecutive days following the death.
- g) 33.04 - not applicable
- h) 36.01 - not applicable
 36.02 - not applicable
- i) A-1.01, A-1.02, A-1.03, A-2, A-3 and A-4 - not applicable

j) B-1 - increments as follows:

3 months	=	65 shifts
6 months	=	100 shifts
12 months	=	150 shifts
18 months	=	200 shifts
24 months	=	250 shifts (if applicable)
36 months	=	350 shifts (if applicable)

2.05 "Temporary Employee" shall mean an externally hired person who is employed for a specific term or specific project, with a maximum duration of six (6) months or such other duration as may be mutually agreed upon. The term may be extended to up to eighty (80) weeks for a term that results from maternity/parental leave, sick leave or long-term disability leave.

The employment of a Temporary Employee will terminate at the conclusion of the specified term, unless terminated earlier in accordance with the terms of this Agreement.

The terms of this Agreement, unless otherwise expressly stated, shall apply to Temporary Employees except as follows:

- (a) 6.01 - the probationary period for Temporary Employees shall be that of a Full Time Employee or Part-Time Employee, as applicable.
- (b) 9.01 - floater holidays - not applicable.
- (c) 12 - Not applicable. Temporary Employee will receive vacation pay in the amount of four percent (4%) in the first year of employment, and six percent (6%) after one year of employment, to be paid on each cheque.
- (d) 15 - Not applicable.
- (e) 20 - Not applicable.
- (f) 21 - Not applicable. A Temporary Employee will not have seniority and will not accumulate seniority until **they** successfully apply for a Casual, Part-Time or Full-Time position covered by this Agreement.
- (g) 22 - Not applicable. A Temporary Employee applying for any posted Casual, Part-Time or Full-Time position will be treated as an external applicant for any such posting.
- (h) 24 - Not applicable

- (i) 29.02 - Not applicable.
29.06 - Not applicable.
- (j) 31 - Only paid for time missed from scheduled hours for five (5) or two (2) consecutive days following death.
- (k) 36.01 - Not applicable
36.02 - Not applicable
- (l) 40 - Not applicable
- (m) A-1.01, A-1.02, A-1.03, A-2, A-3 and A-4 - Not applicable.
- (n) B-1. If a Temporary Employee successfully applies for a Casual, Part-Time or Full-Time position, the Temporary Employee will commence accumulating service for the purpose of progression on the wage scales at that time. Service as a Temporary Employee will not be considered as service for the purposes of progression on the wage scales.
- (o) B-2 - Not applicable.

2.06 **Promotion:** promotion shall mean a change of position to one which is more responsible and has a higher salary;

2.07 **Demotion:** demotion shall mean a change of position to one which has less responsibility and a lower salary;

2.08 **Layoff:** layoff shall mean a reduction in the normal workload which results in the reduction of an employee from the bargaining unit.

2.09 **Union Representative:** Union Representative shall mean the full-time Union Representative or Representatives as appointed from time to time by the Union;

2.10 **Gender, Plural and Singular:** The provisions of this Agreement are intended to be gender neutral and gender inclusive and where the context requires, singular and plural numbers shall be considered interchangeable.

2.11 **“Temporary Position”** shall mean a position for a maximum duration of six (6) months or such other duration as may be mutually agreed upon. The term may be extended up to eighty (80) weeks for a term that results from maternity/parental leave, sick leave or long-term disability leave. Temporary positions will be posted externally only and filled with Temporary Employees.

SECTION 3 **NO CONTRACTING OUT**

3.01 The Employer shall not contract out any work that is currently performed or can be performed by any members of the bargaining unit, unless there is not enough work for one (1) full-time employee in a particular classification. In the event that the Employer creates a new classification which includes a job description with duties that are not currently performed by existing staff and in the event that there is not enough work for one (1) full-time employee in that particular classification this work can similarly be contracted out.

Notwithstanding the foregoing, the Employer may continue to contract out any work that is being contracted out as at the effective date of this Agreement with the exception of track supervision coverage.

The Employer will **not** contract out level one (1) group fitness classes unless there are no employees available with the skill and ability to instruct the class.

SECTION 4 **UNION SHOP**

- 4.01 (a) All employees must, as a condition of employment, become members of the Union.
- (b) The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time, full-time, casual or temporary employee, 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.

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

4.03 The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee, as per Section 4.02 above. The Union shall bear the expense of printing and mailing the membership application.

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

SECTION 5 DEDUCTION OF UNION DUES

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

5.02 Each year the Employer will calculate the amount of union dues, initiation fees and assessments deducted from the employees' pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.

5.03 The Union agrees to notify the Employer in writing at least thirty (30) calendar days in advance of the amount of changes in union dues and/or assessments.

SECTION 6 PROBATIONARY PERIOD

6.01 Any full-time or part-time employee who is hired by the Employer shall be on a probationary period for the first three (3) months from date of hire.

In circumstances where the Employer considers it necessary, the probationary period may be extended provided the Union and the employee are notified of such extension by the Employer and the reasons the Employer considers it necessary to extend the probationary period. The extension shall be for no longer than three (3) months in the case of a full-time or part-time employee.

After the first forty-five (45) calendar days of employment for full-time or part-time, the Employer will assess and appraise new employees and will discuss same with the affected employee.

6.02 During the probationary period (and any extension thereof) the Employer may, at its discretion, suspend or dismiss a new employee found not to be suitable or satisfactory and it shall not be subject to the grievance procedure.

SECTION 7 HOURS OF WORK

7.01 The hours of work shall be seven point five (7.5) hours per day with a total of thirty-seven point five (37.5) hours for the week, or seventy-five (75) hours bi-weekly. The Employer may schedule weekly hours of work that are different for each of the two weeks during the bi-weekly period. However, in doing so the Employer will take into consideration the desire of any employees that have expressed an interest in having work hours scheduled more evenly, in addition to the consideration of other factors including but not limited to, weekend coverage, staffing requirements and operational requirements.

7.02 Posting of Work Schedule

The Employer agrees to post a work schedule for all employees covered by this Agreement no later than the twentieth (20th) day of the month immediately preceding the month for which the schedule is to apply. The posted schedule for any employee shall not be changed without the consent of the affected employee.

7.03 Every employee shall be entitled to a fifteen (15) minute uninterrupted rest period with pay away from the work station during each three (3) hours worked at a time scheduled by the Employer.

If an employee is required to work more than one (1) hour overtime on the completion of a seven and one-half (7½) hour shift, said employee will be scheduled a fifteen (15) minute rest period, with pay, within the first hour of overtime (or at such other mutually agreeable time), and a further fifteen (15) minute rest period with pay for each three (3) continuous hours of overtime worked.

One (1) fifteen (15) minute uninterrupted rest period may be combined with the employee's meal period upon request and approval by management.

- 7.04 (a) Subject to (c) a meal period without pay for all full-time employees shall be thirty (30) minutes' uninterrupted duration away from the work station, and shall start not earlier than three (3) hours nor later than five (5) hours after the commencement of the employee's shift. Employees who are unable, subject to prior management approval (or if no management is on duty, with justifiable reason such as an emergent unforeseen situation) to receive their meal/rest periods, will receive for that portion of their meal/rest period not taken, banked time off at the applicable time off rate, or pay at straight time, at the preference of the employee.
- (b) Subject to (c) a part-time employees who work more than five (5) hours shall be entitled to a thirty (30) minute uninterrupted meal period without pay away from the work station. Employees who are unable, subject to prior management approval (or if no management is on duty, with justifiable reason such as an emergent unforeseen

situation) to receive their meal/rest periods, will receive for that portion of their meal/rest period not taken, banked time off at the applicable time off rate, or pay at straight time, at the preference of the employee.

- (c) In the event that a nurse has been notified by the Employer that **they** must remain in the facility during **their** thirty (30) minute meal period in (a) or (b) above, the nurse shall be paid for the thirty (30) minute meal period at **their** regular rate of pay. A nurse working alone on a shift shall be deemed to have been notified that **they** must remain in the facility unless notified by the Employer that **they** may leave the facility. A nurse who is not required to remain in the facility shall be provided with a thirty (30) minute unpaid meal period, as set forth above.

SECTION 8 OVERTIME

8.01 Overtime shall be the time worked in excess of seven point five (7.5) hours in any one (1) day or seventy-five (75) hours in a bi-weekly period. Overtime worked shall be paid for at the rate of time and one-half (1½) for the first three (3) hours and double (2) time after three (3) hours in any one (1) day or shift outside the hours of work in any bi-weekly period.

8.02 All overtime must be approved in advance by the Employer, except in emergent unforeseen situations. An employee that works overtime in emergent unforeseen situations without prior Employer approval must be able to demonstrate that prior approval of the Employer was not possible and that the overtime was necessary to meet the operational demands of the centre.

8.03 Pre-scheduled overtime shall be by mutual agreement between the employee covered by this Collective Agreement and the Employer and shall be offered to the most senior employee in the classification who is able to perform the normal functions of the job and the overtime work to be performed and thereafter in decreasing order of seniority and thereafter by seniority from amongst those other employees in the bargaining unit who are able to perform the normal functions of the job and the overtime work to be performed. Employees voluntarily working overtime will be paid the overtime rate for the applicable classification where the overtime is being worked.

8.04 At the option of the employee concerned, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates, in accordance with the following:

- (1) In order to bank overtime, the employee must notify the Employer, in writing, of **their** wish to do so prior to the bi-weekly pay period cut-off. If the Employer does not receive a request within that time period, the overtime will be paid out in the next pay period.

Overtime hours will be banked as equivalent straight time hours (1 overtime hour at the rate of time and one half is equal to 1.5 hours, and 1 overtime hour at double time is equal to 2.0 hours). An employee may not bank more than thirty-seven and one-half (37.5) straight time hours at any time. If an employee has thirty-seven and one-half (37.5) straight time hours in **their** overtime bank, no additional overtime hours may be banked until the banked hours have been reduced below thirty-seven and one-half (37.5).

- (2) All banked time will be paid out three months from the date on which it was accumulated, or sooner if the employee so wishes, unless the employee requests, in writing, that the time be banked for a longer period. Any such request must be received by the Employer within one (1) month of the overtime being worked.
- (3) Notwithstanding paragraph 2, all banked time accumulated will, if not used prior to the end of December, be paid out to the employee at the end of December.

If an employee earns banked time in the months of November and December, the employee may request, in writing, to carry forward that banked time (to the maximum of thirty-seven and one-half (37.5) hours) to be used within the first three (3) months of the following calendar year. Such request must be received by December 30. Such banked time will not be paid out at the end of December pursuant to the paragraph above.

- (4) The Employer and the Union have submitted a joint request to the Director of Employment Standards for approval of banking time beyond the three month limitation referred to above, and have received such approval.
- (5) In order to schedule time off using banked time:
 - (a) The employee must make a request in writing, at least two (2) weeks prior to the time **they** wish to take off; however, if operational requirements permit, the Employer may, at its sole discretion, grant requests made with less than two (2) weeks' notice.
 - (b) Time off shall be considered and granted on a first requested, first entitled basis, conditional upon the operating requirements of the Employer;
 - (c) Seniority will be taken into account if the Employer receives multiple requests for time off on the same day for the same requested time off.

SECTION 9 GENERAL HOLIDAYS

9.01 The following days shall be considered holidays for which regular full-time employees shall suffer no reduction in pay:

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

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal Government. In addition, the Employer agrees to grant two (2) floating holidays, to be taken at a mutually convenient time. Employees must have completed the probationary period in order to be eligible for the two (2) floating holidays.

9.02 In order for an employee to qualify for a general holiday, **they** must not have been voluntarily absent from **their** scheduled work day immediately prior to and following such holiday. Vacation or an authorized leave of absence shall not disqualify an employee.

9.03 The Employer may schedule employees to work on one or more of the holidays. An employee who works on such a holiday shall be paid for the day at the rate of time and one-half (1½) **their** regular rate of pay, plus an extra day's pay or, at the option of the employee, another day off with pay at a time mutually agreed upon. Employees may also elect to be paid straight time for time worked on the holiday and receive another one and one-half (1½) days off with pay.

9.04 If a general holiday occurs during an employee's vacation, **they** shall have the option to choose an extra day's vacation with pay or an extra day's pay, providing the option is identified to the Employer prior to the commencement of vacation.

If the option is not identified to the Employer prior to the commencement of vacation, the employee will be given an extra day's pay.

9.05 All part-time employees shall receive five (5%) percent of their total regular earnings including vacation and general holiday pay for the previous four (4) weeks preceding the week of the general holiday for each general holiday or floating holiday. Employees must have completed the probationary period in order to be eligible for the two (2) floating holidays.

SECTION 10 **MINIMUM CALL-IN**

10.01 An employee who is called in to work and reports to work on a day when **they are** not scheduled to work shall be paid a minimum of four (4) hours at the applicable rate. If no work or insufficient work is available, said employee will be paid the four (4) hours at the applicable hourly rate of pay.

10.02 An employee who is called in to work outside of **their** regularly scheduled hours on a day when **they are** scheduled to work shall be paid a minimum of three (3) hours for the call-in at the applicable rate whenever there is a break of more than thirty (30) minutes between the employee's scheduled hours and the work the employee is called in to do.

10.03 The Employer shall not schedule employees for less than three (3) hours in any one (1) day. An employee who reports for a scheduled shift that is three (3) hours or more shall be paid a minimum of three (3) hours for the shift at the applicable hourly rate.

10.04 Articles 10.01 and 10.02 and 10.03 do not apply to sessions/meetings held by the Employer pursuant to Article 16.01.

SECTION 11 **RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS/SHIFT PREMIUMS**

11.01 Any employee assigned to relieve another employee who works in a higher paid classification shall receive the higher rate of pay of said classification for all time so employed in excess of one (1) hour.

11.02 Any employee assigned to relieve an employee who works in a lower paid classification shall not have **their** wages reduced during said relieving.

11.03 Any employee assigned to relieve a person outside the scope this agreement shall receive a minimum of one dollar and fifty (\$1.50) cents per hour in addition to **their** regular hourly rate of pay for all time so employed in excess of one hour.

The foregoing premium will apply to situations where an employee is requested to relieve a contracted instructor for a scheduled group fitness class (even if the class is scheduled for less than one hour) and the employee instructs the same group fitness class that the contractor was engaged to instruct. The foregoing premium will not apply if an employee is requested to relieve a contracted instructor for a scheduled group fitness class and the employee instructs a group fitness class that is different from the one the contractor had been engaged to instruct, even if it is at the same time and

11.04

Evening Shift Premium

All employees shall receive an evening shift premium of one (\$1.00) dollar per hour for all hours worked between 5:00 p.m. and 8:00 a.m.

SECTION 12 VACATION WITH PAY

12.01 For the purpose of calculating vacations, the vacation year will be from January 1st of any year to the following December 31st. Recognizing that anniversary and calendar dates may not coincide, on the first year of employment, or in a year when an employee qualifies for increased vacation entitlement, or in a year when an employee's employment status may change between full-time and part-time, vacations will be calculated on a prorated basis, based on the employee's anniversary or changed status date.

12.02 The employee shall be advised prior to leaving on vacation the date and time that they are required to report for duty upon return from such vacation.

12.03 An employee shall receive an unbroken period of vacation unless mutually agreed upon by the employee and the Employer. Notwithstanding, an employee may request broken periods of vacation when submitting **their** vacation request pursuant to Article 12.05.

12.04 The vacation period shall be from January 1st to December 31st. The employee, according to **their** seniority, shall have the right to choose **their** vacation at any time during that period of time, and the Employer agrees to grant same, conditional upon the operating requirements of the Centre as per the guidelines of Article 12.05.

12.05 Vacations shall be scheduled during the Early Window and Main Vacation Scheduling processes as follows:

Early Window – January 1st to April 15th Vacation Scheduling

- a) No later than July 1st of each year, the Employer shall post a notice advising employees who wish to schedule up to two (2) weeks of their vacation in the period of January 1st to April 15th of the following year to submit a time off request form to their Supervisor by August 1st.
- b) No later than August 1st each employee wishing to schedule up to two (2) weeks' of **their** vacation entitlement for the following year during the period January 1st to April 15th will record **their** preferred period of vacation during the January 1st to April 15th period and provide it to **their** Supervisor.

- c) No later than September 1st, the Employer will review the vacation preferences requested by the employees for the period January 1st to April 15th. If operating requirements so permit, each employee that has submitted a request will be authorized to take **their** vacation by seniority in accordance with **their** preference. If operating requirements do not permit and/or a similar vacation request by a more senior employee does not permit the Employer to approve the request, the Employer will meet with the employee to obtain the employee's alternate vacation preferences for the period January 1st to April 15th, to be selected by seniority. The employee may elect to forego scheduling any vacation during the period January 1st to April 15th and defer **their** vacation scheduling until the Main Vacation Scheduling Procedure.
- d) Employees that have submitted a request pursuant to this early window will be notified of the decision regarding their vacation request by September 1st.
- e) If an employee does not submit a vacation request prior to August 1st pursuant to the procedure above, a vacation request to schedule up to two (2) weeks of vacation for the period January 1st to April 15th may be submitted after September 1st and will be considered and granted on a first requested, first entitled basis, subject to the operational requirements of the Employer. The Employer shall respond to each such individual vacation request within fifteen (15) calendar days of the date the request was submitted.

Main Vacation Scheduling Procedure - April 16th to December 31st

- a) No later than February 1st of each year, the Employer shall post a listing of employees who are entitled to vacations during that year and their earned vacation entitlements for the year. The notice will also confirm the vacation entitlements that have been scheduled/used for the period January 1st to April 15th. The notice shall remain posted until March 1st.
- b) No later than March 1st each employee will record **their** preferred period of vacation on a time off request form and provide it to **their** Supervisor.
- c) The Employer will review the vacation preferences requested by the employees for the period April 16th to December 31st. If operating requirements so permit, each employee will be authorized to take **their** vacation by seniority in accordance with **their** preference. If operating requirements do not permit and/or a similar vacation request by a more senior employee does not permit the Employer to approve the request, the Employer will meet with the employee to obtain the employee's alternate vacation

preferences for the period April 16th to December 31st, to be selected by seniority.

- d) Employees that have submitted a request pursuant to this Main Vacation Scheduling Procedure will be notified of the decision regarding their vacation request by April 1st.
- e) If an employee does not submit a vacation request prior to March 1st pursuant to the Main Vacation Scheduling Procedure above and/or has unscheduled vacation remaining after the Main Vacation Scheduling Procedure, a vacation request to use unscheduled vacation during the period April 16th to December 31st may be submitted after April 1st. Such request will be considered and granted on a first requested, first entitled basis, subject to the operational requirements of the Employer. The Employer shall respond to each such individual vacation request within fifteen (15) calendar days of the date the request was submitted.

12.06 Vacation pay for each week of vacation for hourly rated full-time employees shall be as outlined in 12.07 provided that this amount will be reduced by one-fifty-second (1/52) for each week of absence except absences which are:

- (1) for vacation purposes as outlined above, or
- (2) with permission, up to twenty-five (25) working days annually, or
- (3) authorized union business, or
- (4) due to sickness, maternity or parental leave, up to thirty (30) days annually, or such longer periods (up to one (1) year) as an employee may be entitled to receive sick pay under the Company's sick pay plan, Workers Compensation or Employment Insurance Maternity/Parental Leave benefits.

12.07 A full-time employee shall receive an annual vacation with pay in accordance with **their** years of employment, as follows:

three (3) weeks after one (1) year of continuous service
four (4) weeks after four (4) years of continuous service
five (5) weeks after ten (10) years of continuous service

12.08 Part-time employees shall receive an annual vacation with pay, based on the following percentage of their total earnings for the vacation year:

After one (1) year of continuous service -	six (6%) percent
After four (4) years of continuous service -	eight (8%) percent
After ten (10) years of continuous service -	ten (10%) percent

If, pursuant to the foregoing calculation, an employee has earned paid vacation entitlement that is greater than the annual vacation (time off) amount set forth in The Employment Standards Code (2 weeks or 3 weeks of vacation time off based upon years of service), the employee will be entitled to take time off equivalent to the earned paid vacation entitlement. If the paid vacation earned by an employee results in less annual vacation (time off) than as set forth in The Employment Standards Code minimum for annual vacation time off, the employee shall be entitled to take the difference between the earned paid vacation entitlement and the statutory minimum time off as time off without pay.

12.09 If an employee is hospitalized, seriously ill, or injured while on vacation, the employee may apply to utilize sick time and the employee's vacation will be rescheduled at a mutually convenient time.

Within twenty-four (24) hours of returning to work, the affected employee will apply in writing for this benefit, outlining the nature of the illness, and the amount of time requested to be so utilized.

12.10 An employee's approved schedule vacation dates will not be changed by the Employer without two (2) weeks' prior notice and without the employee's voluntary consent.

Employees will not change vacation dates without two (2) weeks' prior notice and agreement with management.

12.11 Employees who terminate their employment will be paid any unused portion of vacation accrued but not yet taken, as well as any vacation during the current year up to the date of termination.

12.12 During any annual shut-down of the Centre, employees may choose to take accumulated vacation time, accumulated banked time, or an unpaid leave of absence. Requests must be provided in writing at least fourteen (14) days prior to the annual shut-down. Approval of such requests shall be subject to operational requirements to have Building Services employees and/or other employees work during the annual shut-down.

SECTION 13 MANAGEMENT'S RIGHTS AND FUNCTIONS

13.01 The Union recognizes the sole right of the Employer to exercise its function of management which shall include, without limiting the generality of the foregoing, the management of the Employer and the direction of the working force, including the right to plan, direct and control the Employer operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable rules and regulations, to hire, terminate, lay off or assign employees' working hours, to transfer, promote, demote, discipline or suspend employees for just and sufficient cause, are the functions of management, except as otherwise specifically provided in this Agreement.

The Union further acknowledges the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities to its clients and their needs.

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

SECTION 14 SAFETY AND HEALTH

14.01 It is agreed that both parties will co-operate to the fullest extent in matters of safety and health. Both parties agree that the terms of reference in this regard will be the regulations outlined in the Workplace Safety and Health Act.

14.02 The Employer agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly, or more often by mutual agreement, during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) employees from the Union and up to two (2) management persons. 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 shall be sent a copy of the minutes by the Employer via either fax or e-mail. 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.

All members of the Safety and Health Committee shall receive the necessary time off, with pay, when conducting business in accordance with the above paragraph.

14.03 No employee shall be disciplined or discharged for refusal to work on a job in any respect or to operate any equipment where **they have** reason to believe that it would be unsafe or unhealthy to do so. If in such circumstances an employee refuses to work, the employee shall not suffer a loss in pay. However, the Employer may assign alternate work in the interim.

14.04 The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend mutually approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit, per calendar year unless *The Workplace Safety and Health Act* and/or Regulations thereunder require payment in excess of sixteen (16) hours per committee member, per calendar year.

SECTION 15 NOTICE OF LAYOFF - SEVERANCE PAY

15.01 Lay-off – Permanent Closure

In the event of the permanent closing of the Centre, the Employer will provide employees notice or pay in lieu of notice, as follows:

employees with one (1) year or more of service:	2 months
employees with three (3) years or more of service:	3 months
employees with five (5) years or more of service:	4 months

15.02 Lay-off – Other than Permanent Closure

In the event of layoff, employees shall be laid off in reverse order of their seniority as per article 21.04.

Employees shall also have bumping rights in accordance with their seniority as identified in Section 21.04 (c). The right to bump shall include the right to bump up provided they possess the required qualifications.

The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff, or award pay in lieu thereof. Notwithstanding, in the event that a state of emergency is declared by the Federal or Provincial Government or the City of Winnipeg that is applicable to the City of Winnipeg, or in the event of an unforeseen event such as fire, flood or other force majeure impacting the Employer's facility, the Employer will notify employees who are to be laid off two (2) weeks prior to the effective date of layoff, or award pay in lieu thereof.

Severance Pay

Any Full-Time employee whose employment is terminated after being laid off continuously for a period of twelve (12) months because of the Employer's decision to downsize their operation, shall receive notice or pay in lieu of notice in the amount of one (1) week for each twelve (12) months of employment with the Employer prior to the layoff.

Any Part-Time employee whose employment is terminated after being laid off continuously for a period of twelve (12) months because of the Employer's decision to downsize their operation, shall receive notice or pay in lieu of notice in the amount of one (1) week for each twelve (12) months of employment with the Employer prior to the layoff. If the Part-Time employee's hours were variable at the time of the layoff, a weeks' pay in lieu of notice will be calculated based on the average weekly regular wages earned by the employee during the twenty-six (26) week period immediately preceding the layoff.

Notice of layoff (or pay in lieu of such notice) provided prior to the effective date of the layoff shall count toward the notice or pay in lieu of notice that is to be provided to the employee pursuant to the foregoing.

SECTION 16 PAYMENT FOR MEETING ATTENDANCE

16.01 When the Employer requires an employee to be present at a monthly skills check, an emergency drill, a professional development session or a meeting called by the Employer for reasons other than discipline (collectively a "session/meeting"), time spent at such a session/meeting shall be considered as time worked. If the session/meeting is held outside of the employee's regular working hours, the employee shall be paid for the number of hours scheduled for the meeting or the number of hours spent in the meeting, whichever is greater. The Employer will notify employees of the anticipated scheduled duration of the meeting prior to the meeting. The hours paid for such session/meeting will count as hours worked for the purposes of calculation of overtime entitlements in Article 8. The Employer shall make a reasonable attempt to schedule such sessions/meetings so that most employees working 0.5 EFT or greater can attend them during scheduled working hours, but can ultimately hold such sessions/meetings outside of an employee's regular working hours.

SECTION 17 STRIKES AND LOCKOUTS

17.01 The Union agrees that during the term of this Agreement there shall be no strikes, sitdowns, work stoppage or suspension of work either complete or partial, for any reason, by the employees.

 The Employer agrees that during the term of this Agreement there shall be no lockout of the employees.

SECTION 18 UNION REPRESENTATIVE'S VISITS

18.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the Centre and upon arrival shall notify the Chief Executive Officer **or their** designate, for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that terms and conditions of the Collective Agreement are being implemented.

 The Union agrees that when the Representative visits the premises, **they** will sign in as a visitor of the Centre consistent with Facility Policy and will respect the working conditions of the employee and the clients of the Centre, and there will be no undue disruption of same.

SECTION 19 SHOP STEWARDS

19.01 The Employer agrees to recognize all Union Shop Stewards appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Employer.

19.02 The Employer agrees to allow the Union to post in a prominent location, as designated by the Employer, the Union decal certifying that the Centre is a unionized facility.

19.03 Shop Stewards will be granted reasonable time off with pay in order to attend meetings with management on topics related to grievances or potential grievances.

 The Employer agrees to provide a locker for the use of the shop steward to store their union related materials.

SECTION 20 LEAVES OF ABSENCE

20.01 The Employer agrees to allow up to seven (7) days' time off work per year, with pay, for up to two (2) delegates in the bargaining unit, who is appointed by the Union to attend Union conventions or designated to attend a Union conference or designated to attend Union training or Union meetings outside of the workplace. The Union agrees to provide forty-five (45) calendar days' written notice to the Employer. Further time off without pay will be granted upon request of the Union.

 During such leaves the Employer shall pay the employees as if they had been at work and for any leave without pay the Employer shall bill the Union for reimbursement.

20.02 The Employer agrees to allow one (1) employee time off with pay during the employee's regularly scheduled hours of work for the purpose of attending negotiations for the renewal of the Collective Agreement.

 It is understood that three (3) days' notice must be given wherever reasonably possible and such leave will not result in overtime costs to the Employer.

20.03 An employee may request a leave of absence without pay and without loss of seniority when **they** request it for good and sufficient reasons.

 Application for leaves of absence outlining the length of absence requested and the reason for same should be provided to the Chief Executive Officer at least eight (8) weeks prior to the intended leave (except in cases of emergency or in unforeseen circumstances).

 In assessing the request, the Centre shall consider the reasons for the request, the duration of the request and the operational requirements of the Centre. Approval will not be unreasonably withheld. An employee may be required to use outstanding vacation credits and/or banked time, as a condition of approval for any leave.

20.04 Upon at least thirty (30) days' prior notice in writing from the Union, the Employer agrees to grant a leave of absence of up to one (1) year for one (1)

employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay and other benefits. The Union agrees to notify the Employer at least thirty (30) days in advance of the employee's return to work. Upon return to work, such return by the Employee will be without any loss of seniority.

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

20.06 **Family Illness Leave**

A full-time or part-time employee may use up to five (5) days of casual leave with pay in any one (1) calendar year for personal circumstances related to family illness. Except as indicated below, any day so utilized by an employee will not be deducted from the employee's sick leave accumulation.

In the event the employee has utilized **their** family illness days during a calendar year, the employee may access up to five (5) accumulated sick days per year in the event of further family illness.

SECTION 21 SENIORITY

21.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit. Casual employees will have seniority only over other casual employees, and if a casual employee is placed into a part-time or full-time position without a break in service, the employee's seniority will recommence at that point. Seniority for those employees who request to be casual employees shall be calculated only using the length of continuous service as a casual employee. Seniority for employees who are reduced to casual from part-time or full-time position due to a lay-off will maintain their seniority over other casual employees as a casual and continue to accrue their seniority for their eventual recall to a part-time or full-time position.

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

21.03 Seniority shall be considered broken and services terminated if an employee:

- (a) is discharged with just cause by the Employer;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after layoff and does not return to work within seven (7) calendar days of receiving **direct contact with a management representative of the Employer or ten (10) calendar days of a registered letter being issued to their last known address;**

- (d) is absent from work without a written leave of absence for more than two (2) calendar days unless a reasonable reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence, unless a reasonable reason is given;
- (f) is a casual employee who refuses four (4) shifts in a row (for which the employee has previously indicated **their** availability to work), excluding periods of illness, vacation, maternity leave, etc.;
- (g) who is a casual employee who has not worked any shifts in six (6) consecutive months (excluding periods of illness, maternity leave/parental leave, etc.).

21.04

- (a) Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher paid classification, providing the employee presents the required qualifications and ability to perform the normal requirements of the job.
- (b) Seniority shall be the governing factor in choice of vacation, subject to the application of the vacation scheduling provisions in Section 12.
- (c) Seniority in the order below shall be the governing factor in matters of layoff, recall after layoff and reduction to part-time, providing the senior employee presents the required qualifications and ability to perform the normal requirements of the work available:
 - (i) full-time employees shall have seniority over all part-time employees
 - (ii) part-time employees shall have seniority over all casual employees
 - (iii) casual employees shall only have seniority amongst themselves

In the event of layoff or reduction to part-time, reverse order of seniority as listed in (i), (ii) or (iii) above shall apply to all affected employees in the bargaining unit.

21.05

If any employee who is promoted to a position outside of the bargaining unit 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 to return within a six (6) month period shall do so without loss of seniority and benefits.

21.06 The Employer agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to a part-time basis.

No new full-time employees shall be hired until those employees who have their status reduced to part-time have been given the opportunity to regain their full-time status.

21.07 Daily available hours of work for part-time employees will be given to the most senior qualified and able part-time employee first, and thereafter in decreasing order of seniority, providing the affected employee is available and willing to work the additional hours.

21.08 In January and July of every calendar year, the Employer shall post the full seniority list showing the name and seniority of each employee and indicating each employee's status as Full Time, Part-Time or Casual.

In January and July of every calendar year the Union shall be emailed a separate seniority list in Excel format (password protected) that contains the following information: start date, seniority date, department, classification, rate of pay, Full Time/ Part Time / Casual status, employee number, mailing address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave)

SECTION 22 POSTING OF VACANCIES

22.01 When a job vacancy occurs or a new job is created, notice shall be posted within seven (7) calendar days in an appropriate location, for a period of seven (7) calendar days and a copy of the notice shall be sent to the Union as soon as possible and shall be dated the date the posting went up.

Prior to commencing a vacation or leave of absence, an employee may submit a written request to be sent any job postings via email. The employee must provide the request to the employee's immediate supervisor within the ten (10) days prior to leaving for **their** vacation or leave and must include a personal email address to send the job posting to. The vacation or leave must be for a duration of seven (7) calendar days or more for this request to be made. The request will only be applicable to the vacation or leave that is the subject of the request, and a separate request must be submitted for each subsequent vacation or leave taken.

This notice shall set out the classification, location, title, hourly rate of pay, shift (day, evenings or rotation), and a job description shall be available on request from the office. Shifts are subject to change based on operational requirements of the facility.

The Employer agrees to recognize applications for future vacancies from members within the bargaining unit.

In the event that management wishes to make significant changes to the job description of any job to be posted, then Section 35.02 of this Agreement would apply.

The job will be awarded within seven (7) calendar days following the end of the posting period, assuming that there is an eligible internal candidate.

In the event that the position was not filled internally, it will remain posted for informational purposes only until such time as it is filled with a successful candidate.

22.02 An employee awarded a position, may be returned to **their** former position at any time by the Employer within a ninety (90) calendar day period after **their** appointment, if said employee cannot satisfactorily perform the job.

The employee involved may also decide to return to **their** former position within thirty (30) calendar days.

When said employee returns to **their** former position, it shall be at **their** previous rate of pay with no loss of seniority, etc.

22.03 In circumstances where a position is to be temporarily vacated for a maximum duration of six (6) months or such other duration as may be mutually agreed upon (or in the case of a maternity/parental leave, sick leave or long-term disability leave for a period of up to fifty-four (54) weeks) the Employer will determine, in its discretion, the number of shifts that need to be filled for the duration of the anticipated vacancy. It will then offer the work shifts made available as a result of the temporary vacancy to remaining Part-time and Casual employees within the same classification as follows:

1. Part-Time employees within the classification will be offered, in order of seniority, to pick up the additional shifts (temporarily increasing their regular hours of work) for the duration of the anticipated vacancy. The additional shifts must be for a regular recurring period of work (e.g. a regular Monday evening shift or regular Saturday shift). The employee must be willing to accept the regular shift for the duration of the anticipated vacancy, and it must not interfere with the employee's regular shift schedules. The Part-Time employee shall retain **their** EFT status (e.g. 0.4 EFT) during the period that additional shifts are worked, regardless of how many additional shifts are added to the employee's regular hours of work).

2. If there are shifts remaining available after the offers are made to Part-Time employees, Casual employees within the classification will be offered, in order of Casual seniority, to pick up the shifts for the duration of the anticipated vacancy. A Casual employee will retain **their** Casual status if hours/shifts are picked up for the temporary period. The additional shifts must be for a regular recurring period of work (e.g. a regular Monday evening shift or regular Saturday shift). The employee must be willing to accept the regular shift for the duration of the anticipated vacancy, and it must not interfere with the employee's regular shift schedules.

If the Employer is unable to allocate all of the shifts made available by the temporary vacancy through the foregoing process, the Employer shall be entitled in its discretion to:

- (a) fill part of the available shifts with Part-time and/or Casual employees that are willing to pick up additional shifts and maintain the remaining shifts as a Temporary Position to be posted externally and filled with a Temporary Employee. There would be no requirement for the Employer to post the Temporary Position internally;
- (b) fill part of the available shifts with Part-time and/or Casual employees that are willing to pick up additional shifts and not allocate or fill the remaining hours/shifts; or
- (c) upon consideration of operational requirements and if the options in (a) and (b) are not considered to be feasible, maintain all of the available shifts as a Temporary Position to be posted externally and filled with a Temporary Employee. There would be no requirement for the Employer to post the Temporary Position internally.

No employee will be permitted to pick up additional shifts if in doing so the employee would have regular hours in excess of the normal full time hours of work set forth in Article 7.01.

If due to a change of circumstances (such as an early return from a maternity/parental) leave the shifts that have been allocated to an employee are not available for the entire period of the expected term, the employer will provide the employee with two (2) weeks' notice that the additional shifts will no longer be available.

SECTION 23 WAGES

23.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be as per Appendix "B" of this Agreement, provided that where an individual employee's wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum wage rates and apply to the job classification and not to the individual.

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

Any dispute as to whether any classification falls within the bargaining unit shall be submitted to the Manitoba Labour Board for determination.

23.03 Pay Days

Employees will receive their pay by direct deposit every second Thursday. The employee's pay statement will outline the various deductions that have been made.

SECTION 24 TRAINING AND EDUCATIONAL LEAVE

24.01 The Employer agrees to provide time off with pay for the purpose of attending approved courses or conferences for education as it pertains to the employee's present job. It is further agreed that this is restricted to resources available and operating requirements of the Centre.

24.02 The Employer agrees to discuss with all affected employees, by department, the amount of money available for training and education purposes during the fiscal year.

24.03 When the Employer approves of an employee's attendance to a course for training and/or educational purposes, the employee shall suffer no loss in wages.

24.04 Time spent by employees required by the Employer to attend classes of instruction outside regular working hours shall be considered time worked at straight time unless such time regularly exceeds the normal work week in which case overtime will be paid or the employee's normal schedule will be amended.

SECTION 25 **DISCIPLINE**

25.01 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action unless they are a danger to themselves or others. The employee shall then be accompanied if **they** so choose, by a Union Representative and/or Shop Steward who shall have been advised in advance of the time and place of the meeting. Shop Stewards shall not suffer a loss of pay for time spent at such meetings and management will endeavour to hold such meetings during the Shop Stewards' hours of work.

Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy.

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

25.03 The Employer shall provide the employee with a copy of any written warning or adverse report. Any reply by the employee shall become part of **their** record. The record of any disciplinary action shall neither be referred to or used against **them** at any time after fifteen (15) calendar months following such action except where such action resulted in an injury to others or destruction of property or where the employee has committed the same offense within the fifteen (15) month period following the discipline. In such a case where there has been a further infraction in that time period, the discipline will remain as part of the record for an additional nine (9) months. After the twenty-four (24) months if there has been no further infraction the disciplinary action shall neither be referred to or used against **them** at any time. The above fifteen (15) months or twenty-four (24) months will not include periods of layoff or leaves of absence.

25.04 Employees covered by this Agreement, upon written request, will be given a copy of their file. Any responses by an employee will also be included in the employee's personnel file.

SECTION 26 **ADJUSTMENT OF GRIEVANCES**

26.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, as to the interpretation, application or alleged violation of the terms of this Agreement shall constitute a grievance. Any employee, the Union or the Employer may present a grievance.

26.02 The procedure for adjustment of grievances and disputes shall be as follows:

Step 1: The grievor shall first submit the grievance to **their** Shop Stewards or Union Representative within ten (10) working days of the event

giving rise to the grievance and a discussion of the matter shall take place with the employee's immediate supervisor.

Step 2: If the matter is not resolved within five (5) working days of being referred to in Step 1, the grievance shall be submitted in writing to the Chief Executive Officer. If the matter remains unresolved after fourteen (14) working days from submission to the Chief Executive Officer, the grievance may be referred to arbitration.

26.03 At any stage in the grievance procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Shop Steward.

26.04 A working day shall be deemed to be Monday to Friday inclusive, excluding statutory holidays or the grievor's vacation, or period of illness.

26.05 The time limits as indicated above can be extended by written agreement by both parties to this Agreement.

26.06 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure.

26.07 Grievances not submitted in writing to the Chief Executive Officer within the time limits specified above, will be considered invalid and will not be carried further in the grievance procedure.

SECTION 27 SELECTION OF AN ARBITRATOR

27.01 If a grievance is not resolved within fourteen (14) days after being referred to Step 2, then it may at any time within a further fourteen (14) days, be referred by either party to arbitration.

27.02 The grievance shall be submitted to an arbitrator, who shall be chosen in rotation, from the following list:

1. Michael Werier
2. Diane Jones
3. **Karine Pelletier**

Should either party wish to proceed with a Board of Arbitration, notice of such decision along with the name of the nominee to that Board shall be served to the other party within five (5) calendar days of receipt of such notice, and the party receiving such notice, agrees to appoint their nominee within a further five (5) days.

27.03 If any individual having been requested to act as an arbitrator shall be unable or unwilling to act, or the grievance is withdrawn or resolved by the parties, **they** shall not again be requested to act as an arbitrator until **their** name comes up again in the regular rotation.

27.04 The decision of the Arbitrator shall be final and binding on both parties.

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

27.06 The time limits as indicated in this Agreement can be extended by written agreement by both parties to this Agreement.

27.07 The arbitrator shall not have the jurisdiction or authority to alter or modify any of the provisions of this Agreement, or substitute any new provisions in lieu thereof or to give any decision not consistent with the terms of the Agreement.

27.08 The Employer and the Union agree that at any time prior to the hearing date for an arbitration they may voluntarily agree to use a mutually acceptable mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept **their** suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

SECTION 28 BULLETIN BOARDS AND DECALS

28.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises for the purpose of posting notices directly relating to the employees. The location or relocation of such bulletin board shall be by mutual agreement.

SECTION 29 MATERNITY LEAVE/PARENTAL LEAVE

29.01 Maternity Leave

A female employee who has completed three (3) months' employment as of the intended date of leave, unless otherwise agreed to by the Employer, shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

A written request must be submitted indicating length of time required. A written request should be submitted not less than four (4) weeks before the intended leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, within eight (8) weeks after the birth, and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional eight (8) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

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

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

29.02 Upon written application submitted two (2) months prior to the intended start date, female employees (with 12 months employment prior to the start date) will be granted maternity leave with pay in addition to any EI benefits the employee is eligible to collect as follows:

2 weeks	60% total salary
15 weeks	20% total salary

The written application shall outline the proposed length of leave; including proposed start and return to work date. **An employee that is on layoff with recall rights is not eligible for maternity leave or to receive payments pursuant to this article. If recalled from layoff, the employee may apply for such leave and payments.**

The employee may request to extend this leave (at least one month prior to date of end of original leave) by including any outstanding overtime and/or vacation owing her.

All employees receiving paid maternity leave will be required to return to work for a minimum length of time equal to the time period of pay. Where a formerly full-time employee requests to return to work on a part-time basis and such request is approved, the minimum length of time will be increased on a pro-rata basis (e.g. A former full time employee having received 17 weeks of pay returning on a .5 EFT basis will be required to work a minimum of 34 weeks). **If an employee's employment is terminated for cause or the employee resigns after returning to work but prior to**

completing the minimum length of time for such return, a pro-rated portion of the salary paid out by the Employer during the leave shall be reimbursed by the employee to the Employer within a mutually agreeable time.

Should an employee choose not to return to work following paid leave, written notice of termination of employment will be given to the Employer four (4) weeks prior to the proposed return to work date. The salary paid out by the Employer during the leave shall be reimbursed by the employee to the Employer within a mutually agreeable time.

29.03 **Parental Leave**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child, or assumes actual care and custody of a newborn child, or
 - (ii) adopts a child under the law of a province; and
 - (iii) who has completed three (3) months of employment as of the intended date of leave unless otherwise agreed to by the Employer; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

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

29.04 **Commencement of Leave**

In the case of a female employee becoming the natural mother of a child, parental leave must follow immediately after her maternity leave is completed, unless she and her Employer have arrived at a different arrangement.

Parental leave must commence no later than eighteen (18) months after 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 will decide when **their** parental leave is to commence.

29.05 **Late Application for Parental Leave**

When an application for parental leave under subsection 29.03 is not made in accordance with subsection 29.03, the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for the full sixty-three (63) week period.

29.06 Upon written application submitted two (2) months prior to the intended start date, any employee entitled to parental leave (with 12 months employment prior to the start date) will be granted parental leave with pay for ten (10) weeks at 20% of total salary in addition to any EI benefits the employee is eligible to collect.

The written application shall include the proposed length of leave including proposed start and return to work date.

The employee may request to extend this leave (at least one (1) month prior to date of end of original leave) by including any outstanding overtime and/or vacation owing **them**.

Should the employee choose not to return to work following paid leave, written notice of termination of employment will be given to the Employer four (4) weeks prior to the proposed return to work date. The salary paid out by the Employer during the leave shall be reimbursed by the employee to the Employer within a mutually agreeable time.

29.07 Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

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

29.09 An employee who has a spouse (including common law spouse of the same or opposite sex) who gives birth to a child will be granted two (2) days off with pay upon the birth of the newborn child.

29.10 **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 and shift (day/evening) occupied at the time such leave commenced, if it continues to exist. If the position or shift does not exist at the time of their return, they will be reinstated to a comparable position and shift, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

SECTION 30 JURY DUTY/WITNESS FEES

30.01 An employee who is required by law to be in jury selection process, to serve as a juror or subpoenaed witness in any Court of Law shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Employer any monies received other than for reimbursement of expenses.

SECTION 31 BEREAVEMENT LEAVE

31.01 An employee shall be granted a leave of absence with pay of up to five (5) consecutive days, in addition to 31.03, in the event of death of a spouse (including common law spouse of the same or opposite sex), child (including stepchildren and adopted children), parent, brother, sister, guardian (including stepsiblings, stepparents and latest foster parents), grandparent who acts as parent, and fiancé. Notwithstanding the foregoing, the employee may request to use one (1) or two (2) of the foregoing days at a separate time within the six (6) months following the original bereavement leave, provided that if two (2) days are requested for this purpose they are used consecutively at that later time.

 An employee shall be granted a leave of absence with pay of up to two (2) consecutive days, in addition to 31.03 in the event of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, grandparent not referred to above, uncle/aunt, niece/nephew and person residing in the employee's home with whom the employee has a personal affiliation, and grandparent-in-law.

 Upon request, a leave of absence with pay of up to one (1) day, in addition to 31.03, shall be allowed to an employee where needed in the event of the death of **their** relative other than those specified above.

31.02 Any employee attending a funeral as a pallbearer will be allowed the required time off for the purpose of attending the funeral without loss of pay or benefits, to a maximum of one (1) day.

31.03 Bereavement leave may be extended for up to two (2) additional days when the burial is outside the province or North of the 53° Parallel. Proof of relationship/burial may be required.

SECTION 32 COMPASSIONATE CARE LEAVE AND OTHER LEAVES

32.01 Employees are eligible for up to twenty-eight (28) weeks of unpaid leave to care for a family member with a serious medical condition where there is a serious risk of death within twenty-six (26) weeks and the family member requires the care or support of the employee. The leave may be used for a spouse (including same sex or common law), child or child of a spouse, parent, spouse of a parent, or any other person designated by the Province of Manitoba. During the leave, employees may be

eligible for Employment Insurance benefits. To qualify for compassionate care leave the employee must meet the requirements of The Employment Standards Code.

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

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

SECTION 33 MISCELLANEOUS

33.01 Staff Parking

The Employer shall provide a parking space to each employee in the bargaining unit who requires same, at no cost to the employee.

33.02 General Uniforms

The Centre agrees to develop distinctive staff uniforms to be worn by employees. The uniforms shall consist of shirts in such styles (golf, short sleeve or long sleeve) as the Centre determines is required. The Centre shall provide full time employees with five (5) new shirts per year, part-time employees with three (3) new shirts per year and casual employees with two (2) new shirts per year. The design and style of the uniform, the allocation of styles and the determination of which employees are required to wear any uniform, shall be determined at the sole discretion of the Centre.

Newly hired employees that are required to wear uniforms shall be provided with two (2) new shirts at the commencement of employment. The balance of the shirt allocation shall be provided upon completion of the probationary period.

In the event that the Centre determines that a distinctive jacket will form part of the uniform for one or more classifications, it will provide a jacket to employees that are required to wear same. Newly hired employees that are in classifications requiring a jacket shall not be provided with their own jacket until the completion of the probationary period and a jacket will be provided for use at the commencement of each shift until completion of the probationary period. The design and style of the jacket and the determination of which employees are required to wear a jacket, shall be determined at the sole discretion of the Centre.

Uniforms supplied by the Centre pursuant to this provision shall be used for work purposes only.

The Centre shall not be required to provide or reimburse employees for the purchase of pants or other articles of clothing that are not distinctive to the Centre. Requiring employees to wear pants or other articles of clothing of specific colour shall not be considered as forming part of a uniform that is distinctive to the Centre.

33.03 **Outdoor Clothing**

Associate use: The Employer will provide the following for Building Services

- (a) two (2) communal rain ponchos;
- (b) one (1) winter jacket and one (1) pair of snow pants for each Building Services Associate that is required to work outside shoveling snow or performing other outside duties in the winter. The winter jacket and pants will be suitable for winter weather in Winnipeg. The winter jacket and pants must remain on-site at the Employer's premises at all times and will remain the property of the Employer when the Building Service Associate ceases employment with the Employer; and
- (c) one (1) pair of winter mitts per Building Services Associate per year; and
- (d) one (1) outdoor winter hat per Building Services Associate per year.

Outdoor clothing supplied by the Centre pursuant to this provision shall be at no cost to the employee and shall be used for work purposes only.

33.04 **Miscellaneous**

All rights, benefits, privileges, customs, practices, and working conditions which employees now enjoy, receive or possess as of the commencement of the Term of this Agreement shall continue insofar as they are consistent with this Agreement unless modified by mutual agreement by the Employer and the Union.

SECTION 34 HEALTH AND WELFARE REFERRAL

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

SECTION 35 JOB DESCRIPTIONS

35.01 The Employer agrees to maintain and provide to the Union upon request, job descriptions for all positions and classifications for which the Union is bargaining agent.

35.02 In the event that the Employer establishes or proposes to establish a new classification or if there is substantial change in job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, these new classifications or revisions shall be presented to the Union and become the recognized classifications and descriptions unless the Union presents written objection within fifteen (15) days.

The Employer will provide to each employee, upon request, a copy of **their** job description.

35.03 In the event that the Employer and the Union cannot agree as to the rate of pay or to any changes in the job description, same will be referred to the Arbitrator, as set out in Section 27 of this Collective Bargaining Agreement.

SECTION 36 RETIREMENT SAVINGS PLAN

36.01 Retirement Savings Plan

The Employer will administer through payroll deduction, voluntary payment to a Retirement Savings Plan. On a calendar year basis, the employee will determine the amount to be deducted weekly from regular earnings and this shall remain unchanged during the year except where no paycheck is issued and in such case no deduction will be made. Such deductions will be remitted to the RSP on a monthly basis. The Employer will match the employee's contribution to such a plan by up to two (2%) percent of each employee's total gross earnings for the calendar year as shown on their T-4 tax form (exclusive of the previous year's RSP contribution made by the Employer). The Employer's contribution shall be made by February 28 of the immediate following year.

Effective April 1, 2020, the maximum matching contribution by the Employer will increase from two (2%) percent to three (3%) percent.

Only employees working an Equivalent Full Time (EFT) of 0.533 or greater are eligible to participate in the foregoing RSP program.

ARTICLE 37 HEALTH PROGRAM

37.01 All employees are required to be physically and mentally capable of performing their respective job descriptions.

37.02 All employees may be required to be examined by the Reh-Fit Centre's doctor at the Centre's expense and on the Reh-Fit Centre's time (such time to be paid as if the employee had worked and not to be paid from the employee's accumulated income protection benefits, unless the employee is already receiving money from some other source such as Group Insurance, Autopac, Workers Compensation, in which case the Employer will not be required to make any payment).

The examination may include x-ray and other laboratory tests as may be deemed necessary by the Reh-Fit Centre's doctor.

37.03 The Reh-Fit Centre's doctor shall be a doctor whose name is submitted to the Union and the Union's approval has been obtained. Said approval shall not be unreasonably withheld.

37.04 The actual results of any examination required by the Reh-Fit Centre will not be made available to the Reh-Fit Centre. However, the Reh-Fit Centre's doctor will be requested to supply the following information:

- (1) the employee is fit to work; or
- (2) the employee is not fit to work; and
- (3) if not fit to work, an estimated length of time the employee will be away from work.

37.05 In the event an employee is declared not fit to work, normal sick benefits shall apply.

ARTICLE 38 NO HARASSMENT/DISCRIMINATION

38.01 No employee shall be discriminated against in any manner because of ancestry (including colour or perceived race) nationality or national origin, ethnic background or origin, religion, or creed, age, sex, including pregnancy, gender determined characteristics, sexual orientation, marital or family status, source of income, political belief or union activity.

38.02 Sexual Harassment

The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Further, the Union and Management will strive to work together to ensure an up-to-date and relevant policy on sexual harassment is a continuing policy in the workplace. The policy will be posted in a prominent position in the workplace and will be distributed to all current and new employees.

Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

SECTION 39 APPENDICES AND LETTERS OF UNDERSTANDING

39.01 Unless otherwise specified, the parties agree that all Letters of Understanding and appendices shall form an integral part of the Agreement, however, upon expiry of the Agreement, all Letters of Understanding expire and become renegotiated at that time.

SECTION 40 ANNUAL EVALUATION

40.01 All employees shall receive a regular performance appraisal annually. Such appraisal shall form part of the employee's record and any reply by the employee shall also be part of the record.

SECTION 41 LABOUR – MANAGEMENT LIAISON COMMITTEE

41.01 The parties have agreed to establish a Labour Management Liaison Committee consisting of up to two (2) representatives from the Union and up to two (2) representatives of Management.

41.02 The Committee will meet on a monthly basis, or on a less frequent basis if mutually agreed.

41.03 The Committee may consider and discuss issues of continuing concern between the parties, including but not limited to:

- (a) reviewing suggestions from both the Union and Management regarding working conditions and services;
- (b) reviewing the application and interpretation of the Agreement;
- (c) reviewing suggestions for improvements to rules and practices, including rules and practices related to scheduling.

41.04 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including administration of this Agreement or any matter that has been referred to the formal grievance procedure. The Committee does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

SECTION 42 EXPIRATION AND RENEWAL

42.01 This Agreement shall be in effect from April 1st, **2021** and shall remain in effect until March 31st, **2024**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such agreement or to negotiate a revision thereof.

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

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

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

All employees will be provided with up-to-date booklets for all benefits as contained in Appendix "A". Each employee will also be provided, once a year or whenever changes are made, with the costings of benefits for the employee, as well as eligibility requirements.

A-1 Sick Leave

A-1.01 Paid sick leave may only be used when an employee is unable to work due to illness or injury or pre-planned surgical procedure. The Employer may require a doctor's certificate from employees entitled to this benefit. The Employer shall inform an employee of **their** paid sick leave balance within seven (7) days of receiving such a request.

A-1.02 Full-time and Part-time employees shall accumulate nine point three seven five (9.375) hours' paid sick leave for each one hundred and sixty-two point five (162.5) hours worked or paid, to a maximum of:

- (a) three hundred and seventy-five (375) hours for Part-time employees;
- (b) three hundred and seventy-five (375) hours for Full-Time employees regularly working 7.5 hours per day; and
- (c) four hundred (400) hours for Full time employees regularly working 8 hours per day.

A-1.03 The Employer shall reimburse the employee for the costs of any medical certificate it requires the employee to provide, to a maximum of \$35.00. Any request for an employee to provide a medical certificate shall be made within the first three (3) hours of the business day on which the Employer receives notification of the Employee's illness or injury (unless the employee has been previously notified that a medical certificate will be required for all such absences) or the right of the Employer to make such a request is waived.

A-1.04 It is the responsibility of the employee to notify **their** direct supervisor prior to **their** shift and as soon as possible if the employee is going to be absent due to illness. If the employee is unable to communicate directly with **their** direct supervisor, the employee must communicate directly with the alternative member of the management team that the Employer has designated for contact. Should the employee be unable to communicate directly with one of the designated members of the management team then the employee must leave a voicemail with **their** direct supervisor as well as notify the reception desk staff. The employee shall not be responsible for finding a replacement employee if **they are** unable to work due to sickness. For the purpose of this article, direct communication can be in the form of

phone conversation or e-mail notification with confirmation reply from the Employer or text message notification with confirmation reply from the Employer.

A-2 Life Insurance, Accidental Death and Disability, Loss of Sight, Weekly Indemnity, Major Medical, Expense, and Long Term Disability and Dental Plan

A-2.01 The Employer agrees to provide, as per the current cost sharing arrangement, the above mentioned benefits which benefits are included in Group Policy No. 165616 (or such other policy number used to cover these benefits), the details of which are attached to this Collective Agreement. Benefits will be as follows:

<u>Life Insurance</u>	2 times annual income
<u>Accidental Death and Disability, Loss of Use Benefit</u>	an amount equal to the amount of the employee's life insurance
<u>Weekly Indemnity</u>	waiting period - 1 st day for accident, 7 th day for illness at a rate of 66.67% of the gross weekly earnings up to a maximum of \$800.00. Maximum period 17 weeks.
<u>Major Medical Expense</u>	as contained in the booklet and in the Plan Text of Group Policy No. 165616, 100% co-insurance except prescription drugs at 80% co-insurance.
<u>Long Term Disability</u>	waiting period - 120 days with a benefit formula of 66.67% of the first \$2000 of monthly earnings plus 50% of the remainder to age 65.

and all other benefits as contained in the Group Policy No. 165616, including the Dental Plan.

Cost of benefits, including any increases in premiums during the life of this Agreement, to continue to be shared as is the current practice.

A-3 Vision Care Benefits

The Employer will provide a vision care plan to all eligible employees on a 50/50 cost share basis. The vision care plan will cover \$200 (**three hundred (\$300) effective April 1, 2022**) per adult per **twenty four (24)** month period, and \$200 (**three hundred (\$300) effective April 1, 2022**) per child per **twelve (12)** month period. The plan will cover eyeglass frames & lenses and contact lenses as well as the cost of laser surgery. **In addition the plan will cover one (1) basic eye exam per adult per twenty-four (24) month period and one (1) basic eye exam per child per twelve (12) month period.**

A-4 Continuation of Group Benefits During Illness/Disability

In the event an employee becomes eligible for Disability Benefits (as that term is defined herein), the Employer will continue offering coverage under the group benefits plan Major Medical, Dental and Vision Care plans (hereinafter defined as the "Insured Benefits") under the following conditions:

1. From the first day of absence for which an employee receives or has applied for and is awaiting receipt of or is in the process of applying for Disability Benefits, the employee's Insurance Benefits coverage will continue for up to twenty-four (24) months based on the premium sharing arrangement in place on the last day the employee reported for work.
2. Coverage for the Insured Benefits will cease with earlier of:
 - a. Twenty-four (24) months after the last day the employee reported for work;
 - b. When the employee fails to remit their portion of the insurance premium; or
 - c. When the employee is no longer eligible for disability benefits.

For the purpose of this Article, term "Disability Benefits" means when that employee is absent from work by reason of illness, injury, or any other disability and is receiving or has applied for and is awaiting receipt of or is in the process of applying for CPP disability benefits, EI disability benefits, auto insurance benefits, Workers Compensation benefits or income replacement under the Employer's group benefits plan's weekly indemnity or long term disability benefits.

As there is no payroll cheque from which to withhold the employee's share of the aforementioned premiums, the employee must provide the Employer with post-dated cheques equal to the employee share of the premiums as laid out above, and have no outstanding arrears.

APPENDIX "B"

WAGES

B-1 Classifications and Hourly Rates of Pay

Classification	Current	Effective April 1/21	Effective April 1/22	Effective April 1/23
		1.50%	1.75%	2.00%
Fitness Professional A				
Start	\$20.48	\$20.79	\$21.15	\$21.57
3 months	\$21.06	\$21.38	\$21.75	\$22.18
6 months	\$21.60	\$21.92	\$22.31	\$22.75
12 months	\$22.17	\$22.50	\$22.90	\$23.35
18 months	\$22.71	\$23.05	\$23.45	\$23.92
24 months	\$23.29	\$23.64	\$24.05	\$24.53
Fitness Professional B				
24 months	\$26.92	\$27.32	\$27.80	\$28.36
Fitness Professional C				
Start	\$27.18	\$27.59	\$28.07	\$28.63
3 months	\$27.46	\$27.87	\$28.36	\$28.93
6 months	\$27.73	\$28.15	\$28.64	\$29.21
12 months	\$28.01	\$28.43	\$28.93	\$29.51
18 months	\$28.57	\$29.00	\$29.51	\$30.10
24 months	\$29.14	\$29.58	\$30.09	\$30.70
Physiotherapist Consultant				
Start	\$33.49	\$33.99	\$34.59	\$35.28
3 months	\$34.15	\$34.66	\$35.27	\$35.97
6 months	\$34.66	\$35.18	\$35.80	\$36.51
12 months	\$35.16	\$35.69	\$36.31	\$37.04
18 months	\$35.70	\$36.24	\$36.87	\$37.61
24 months	\$36.26	\$36.80	\$37.45	\$38.20
36 months	\$37.39	\$37.95	\$38.61	\$39.39

Nurse				
Start	\$33.98	\$34.49	\$35.09	\$35.80
3 months	\$34.64	\$35.16	\$35.77	\$36.49
6 months	\$35.16	\$35.69	\$36.31	\$37.04
12 months	\$35.66	\$36.19	\$36.83	\$37.56
18 months	\$36.23	\$36.77	\$37.42	\$38.17
24 months	\$36.80	\$37.35	\$38.01	\$38.77
36 months	\$37.94	\$38.51	\$39.18	\$39.97
Building Services Associate				
Start	\$13.82	\$14.03	\$14.27	\$15.30
3 months	\$14.06	\$14.27	\$14.52	\$15.30
6 months	\$14.32	\$14.53	\$14.79	\$15.30
12 months	\$14.53	\$14.75	\$15.01	\$15.31
18 months	\$15.27	\$15.50	\$15.77	\$16.09
Membership Services Associate				
Start	\$14.82	\$15.04	\$15.31	\$15.61
3 months	\$15.46	\$15.69	\$15.97	\$16.29
6 months	\$16.06	\$16.30	\$16.59	\$16.92
12 months	\$16.67	\$16.92	\$17.22	\$17.56
18 months	\$17.27	\$ 17.53	\$17.84	\$18.19

B-2 Fitness Professional Classification

In the 2014 collective bargaining negotiations, the parties negotiated the transition from the Fitness Instructor and Fitness Consultant classifications to the Fitness Professional classification. The Fitness Professional classification will be continued, with three wage scales established as Fitness Professional A, Fitness Professional B and Fitness Professional C (Certified). The parties have agreed to the following with respect to the continuation of the Fitness Professional A, B and C Wage Scales:

New Hires (Employees hired on or after September 10, 2014):

New hires, (hired effective on or after September 10, 2014), will commence employment in the Fitness Professional classification and on the Fitness Professional A Wage Scale. They will not be eligible for the grandparented Fitness Professional B Wage Scale. They will only be eligible for the Fitness Professional C (Certified) Wage Scale once the criteria have been satisfied (i.e. after obtaining CSEP-CEP Certification and not less

than **1250** hours of experience as a Fitness Professional at the Reh-Fit Centre (or equivalent direct experience delivering chronic disease programs)), and if that occurs, they will be placed at the start rate of that scale. CSEP-CEP Certification must be maintained in good standing to continue to qualify for Fitness Professional C (Certified) Wage Scale.

It will be a condition of employment that new hires obtain CSEP-CEP Certification within twenty-four (24) months of their date of hire. If an employee does not have the CSEP-CEP by that date, the employee's employment will be terminated without recourse to the grievance/arbitration procedure. Such termination will be deemed to be for just cause. The letter of offer of employment to the employee will confirm this condition of employment and the consequence of termination for deemed just cause if it is not satisfied. The Union and the Employer may agree in writing to extend the twenty -four (24) month period to obtain CSEP-CEP Certification where the employee's ability to obtain such certification has been negatively impacted for reasons beyond the employee's reasonable control. The deemed termination will not apply until the conclusion of the extended period.

Fitness Professional B Wage Scale (Grandparented Employees):

Fitness Professionals on the Fitness Professional B Wage Scale will continue at the same place as the currently sit on that scale, with the same accumulated service for progression purposes. The Fitness Professional B Wage Scale will be maintained for the duration of the Collective Agreement.

If they subsequently qualify during the term of the collective agreement to be placed on the Fitness Professional C (Certified) Wage Scale (i.e. after obtaining CSEP-CEP Certification and not less than **1250** hours of experience as a Fitness Professional at the Reh-Fit Centre (or equivalent direct experience delivering chronic disease programs)), they will be placed at the start rate of that scale.

Fitness Professional Vacancies:

The Employer may post Fitness Professional vacancies with or without a required qualification of CSEP-CEP Certification.

B-3 Retroactive Pay

All employees employed as of the date of ratification of this Agreement shall receive full retroactive pay to April 1, **2021**, for all hours worked and/or paid. Retroactive pay shall be paid to all such employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

B-4 Progression Suspended During Absence

Progression within the wage scale shall be suspended in the event of an approved absence (other than approved vacation) that is greater than thirty (30) calendar days in duration. The employee shall resume accumulating service for the purpose of wage scale progression upon **their** return to work at the level of service accumulated prior to the absence

LETTER OF UNDERSTANDING

BETWEEN:

**MANITOBA CARDIAC
INSTITUTE (REH-FIT) INC.,** in
the City of Winnipeg, in the
Province of Manitoba, hereinafter
referred to as the "Employer"

AND

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

RE: Student Mentorship/Internship:

1. In recognition of the type of service provided by the Reh-fit Centre, the parties have agreed to a continuation of the past practice as it relates to persons working at the Centre, who are not full-time or part-time employees.

Upon request of either party, the Employer and the Union agree to meet to review the utilization of these persons.

The Employer further agrees to notify the Union, in writing of the utilization of said persons, identifying the work they are doing, the purpose of such utilization, as well as the anticipated duration of their service.

2. Student Mentorship/Internship Activity

Whereas the programs, services and activities provided within the Manitoba Cardiac Institute (Reh-Fit) Inc. are such that students in the fields of health and fitness and other professional programs (i.e. nursing, physical education, nutrition, physiotherapy, etc.) may from time to time have opportunities for career development employment within the Centre, it is hereby understood and agreed that the Reh-Fit Centre may employ paid students so as to:

- provide opportunities for career growth and development;
- supplement/be supportive to existing professional staff; and
- not to be utilized to take the place of professional staff;
- not to be utilized in any way so as to reduce any hours of any existing employee or prevent the creation of new regular bargaining unit positions; and not to be regularly utilized in any area outside the student's discipline.

The Employer agrees to provide the Union with a list of these students, their job description, hours of work and length of term as they occur.

3. **Summer Student Program**

It is hereby understood and agreed that the Reh-Fit Centre may temporarily employ paid summer students as part of a summer student program, it is hereby understood and agreed that the Reh-Fit Centre may employ these paid summer students so as to:

- provide opportunities for career growth and development;
- supplement/be supportive to existing professional staff; and
- not to be utilized to take the place of professional staff;
- not to be utilized in any way so as to reduce any hours of any existing employee or prevent the creation of new regular bargaining unit positions; and not to be regularly utilized in any area outside the student's discipline.

The Employer agrees to provide the Union with a list of these students, their anticipated job duties, the hours of work and length of term as they occur.

Persons engaged and/or employed pursuant to sections 1, 2 or 3 above will not be covered by the terms and conditions of this Collective Agreement and will not be part of the bargaining unit.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

BETWEEN:

**MANITOBA CARDIAC
INSTITUTE (REH-FIT) INC.**, in
the City of Winnipeg, in the
Province of Manitoba, hereinafter
referred to as the "Employer"

AND

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

RE: CEP LOAN

During the 2017 round of bargaining, the parties agreed to the following guidelines on a CEP Loan concept:

- Employees in Fitness Professional A and Fitness Professional B positions will be eligible to receive a one-time loan of up to a maximum of one thousand dollars (\$1,000.00), subject to the terms set forth below. The sole purpose of the loan is to provide assistance with the cost of courses, exams and related fees required to obtain the CSEP-CEP Certification.
- An employee will not be eligible to receive the loan until **their** CSEP-CEP Certification Application has been submitted and accepted, and verification of the acceptance is provided to the employer.
- The employee will be required to sign a promissory note confirming the loan amount and the repayment terms.
- The loan will be interest free.
- The loan will be repayable in twenty-five dollars (\$25.00) installments commencing in the month following the issuance of the loan by way of payroll deduction each pay period. An employee can elect to have a higher amount deducted at the time the loan is advanced.

- If the employee leaves employment prior to repaying the loan, the outstanding balance of the entire loan amount must be repaid immediately. The employee will agree at the time the loan is advanced to have any outstanding balance deducted from **their** final pay (including any outstanding vacation pay), to the extent permitted by *The Employment Standards Code* and *The Employment Standards Regulation*.
- If the employee is successful in obtaining the CSEP-CEP certification within six (6) months of the loan being advanced, the employer will forgive repayment of 50% of the initial loan amount and only 50% of the initial loan amount will be required to be repaid. The entire initial loan amount must be repaid if the employee is not successful in obtaining the CSEP-CEP certification within six (6) months of the loan being advanced.
- This loan concept is only available until **March 30th, 2024**, and no loans will be made after that date.
- This concept is only available to employees seeking to obtain CSEP-CEP certification due to the unique need of the Centre to have employees obtain the certification and the initial cost involved for employees to do so. The creation of this CSEP-CEP certification loan does not establish any obligation or commitment for the employer to pay for other types of certifications, education or professional registration for any other employee classification.

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

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

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. By accepting employment with the Manitoba Cardiac Institute (REH-FIT) Inc., you are hereby requesting and authorizing the Employer to deduct from your wages and pay to the Union such Union dues and initiation fee as may be requested by the Union.

Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and Manitoba Cardiac Institute (REH-FIT) Inc. contains the following statements:

"All employees must, as a condition of employment, become members of the Union. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time, full-time, casual or temporary employee, 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 Employer shall forward exhibit One, as attached to this Agreement, duly completed, to the Union, within ten (10) calendar days from date of hire or rehire of an employee, as per Section 4.02 above. The Union shall bear the expense of printing and mailing the Membership Application."

Please complete a Membership Application (sample below) immediately and return it to your Employer so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested only. (Cross out last digit if you do not agree.)
ORGANIZ. NAME	TELEPHONE/LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	FLOOR NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby request application for membership in the United Food & Commercial Workers International Union and declare the above statements are true. I agree that all monies paid by me shall be forwarded and used for the benefit of the Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further authorize the Union to represent me in any legal proceedings relating to my employment, either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that any 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>					
APPLICATION RECEIVED		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

X _____

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-832-6832.