

**IMMIGRANT AND REFUGEE COMMUNITY
ORGANIZATION OF MANITOBA INC**

FROM: March 27, 2022

TO: March 31, 2025

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



IMMIGRANT AND REFUGEE COMMUNITY ORGANIZATION OF MANITOBA INC.

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EXPIRY DATE: MARCH 31, 2025

AGREEMENT BETWEEN:

**Immigrant and Refugee
Community Organization of
Manitoba 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".

PREAMBLE:

WHEREAS it is the desire and purpose of the parties to this Agreement to:

- (a) maintain harmonious relations between the Employer and its employees;
- (b) promptly adjust disputes which may arise between the parties;
- (c) promote and encourage effective service provided at a high standard; and
- (d) recognize that the highest regard and principal consideration must be the care and welfare of tenants and program participants served by the Employer.

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for a bargaining unit described in Certificate No. MLB-7411 as all employees of Immigrant and Refugee Community Organization of Manitoba Inc., in the Province of Manitoba, save and except for the Bookkeeper, Executive Assistant, Teachers and Social Media Specialist, Managers, Supervisors, those above rank of Managers, and those excluded by the *The Labour Relations Act*.

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

1.03 The Employer shall provide the Union with an electronic Excel list (password protected) containing the current names, Social Insurance Number, employee number, address, telephone numbers, email address (if available), position, program, status (full-time/part-time) rate of pay, start date and seniority hours of all bargaining unit employees, in January and July of each year. The Union agrees to treat this information as strictly confidential except in cases where the Union is required to provide such information to its internal governing bodies, external auditors, and any government agencies as required by law.

1.04 Each employee shall keep the Employer informed in writing of their correct and current address, postal code, telephone number and email address (if available). The Employer shall not be responsible for any violations of this Agreement that are due in part to an employee's failure to provide such information.

ARTICLE 2 **DEFINITIONS**

2.01 **Full-Time Employee**

A Full-Time employee means a person who is normally scheduled to work thirty-seven and one-half (37.5) hours per week.

2.02 **Part-Time Employee**

A Part-Time employee means a person who is normally scheduled to work less than thirty-seven and one-half (37.5) hours per week.

2.03 **Casual Employee**

A casual employee shall be a person without any regular scheduled shifts. Casual employees are not covered by this Collective Agreement. Casual employees will not be utilized to the extent that they restrict the regular hours of or prevent the hiring of either full-time or part-time employees, and will be used for replacement of absent employees and/or short notice programming needs. Part-Time employees within the program will be offered shifts prior to the shifts being made available to casual employees, who shall be given preference for such shifts provided they are available and willing to work such shifts, and that working such shifts would not create an overtime situation.

2.04 **Permanent Employee**

Means a Full-Time Employee or a Part-Time Employee that is not engaged as a Temporary Employee or Term Employee.

2.05 **School Year Employee**

Means an employee occupying a School Year Position. A School Year Employee may be a Permanent Employee, Temporary Employee or Term Employee. School Year Employees will be subject to lay-off for the summer school break periods and must use their vacation during the ten (10) month working period. These employees are encouraged to schedule vacation during the winter and spring school breaks. If vacation is not scheduled during the winter and spring school breaks, these employees will be laid off during those break periods. School Year Employees will have no entitlement to displace another employee when laid off during the winter, spring and summer breaks.

2.06 **Term Employee**

Term Employee means a new person employed as a Full-Time Employee or a Part-Time Employee without seniority for a specific time period or until the completion of a particular project in compliance with funding provided for that position or project that is longer than ninety (90) calendar days, but not to exceed twelve (12) months (unless for a maternity/parental leave where the term may be for a duration of up to eighteen (18) months). Term Employees shall have no seniority or ability to displace another employee or to a right of recall once their employment terminates at the conclusion of the Term Position.

2.07 **Temporary Employee**

Temporary Employee means a new person employed as a Full-Time Employee or a Part-Time Employee without seniority for a specific time period or until the completion of a particular project in compliance with funding provided for that position or project not to exceed ninety (90) calendar days. Temporary employees shall not be covered by Article 7, 20 and 21 of this Collective Agreement.

2.08 **Permanent Position**

Means a Full-Time position or Part-Time position that is not a Temporary Position or Term Position.

2.09 **School Year Position**

A School Year Position is a ten (10) month position that normally has periods without work available during the school year's winter, spring and summer breaks.

2.10 **Term Position**

A Term Position shall include any job that has been created for a specific project or program in compliance with funding for the project or program or a vacancy due to the absence of an employee for a specific pre-determined period of time

that shall exist in excess of ninety (90) calendar days and no greater than twelve (12) months in duration (unless for a maternity/parental leave where the term may be for a duration of up to eighteen (18) months).

2.11 **Temporary Position**

A Temporary Position shall include any job that has been created or vacated due to the absence of an employee or through a specific program such as a summer student employment programs for a specific pre-determined period of time and shall not exceed ninety (90) calendar days in duration.

2.12 **Gender Neutrality**

The provisions of this Agreement are intended to be gender neutral and gender inclusive.

2.13 **Plural and Singular**

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

2.14 **Layoff**

A layoff means the removal of a Part-Time employee or a Full-Time employee from the work schedule for more than one (1) week due to a shortage of work, a shortage of funds or due to a reorganization.

2.15 **Spouse**

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

ARTICLE 3 NO CONTRACTING OUT

3.01 The Employer may continue to contract out any work that was contracted out as of date of this Agreement. The Employer agrees to provide notice to the Union of its intention to contract out any additional work, which shall include the reason for the contracting out and the anticipated duration of the contracting out. After providing notice, the Employer further agrees to consult with the Union following the provision of notice and prior to the work being contracted out.

3.02 Persons employed by the Employer that are excluded from the bargaining unit may perform some bargaining unit work as part of their regular duties in addition to their regular excluded duties, but not to the extent that it would displace any bargaining unit employee. In addition, non-bargaining unit employees may perform such work in the following circumstances:

- (a) Emergency work:
- (b) Instruction or training of bargaining unit employees;
- (c) Work when bargaining unit employees are not readily available due to unanticipated or unscheduled employee absences from the workplace;
- (d) Work to solve or alleviate client problems, if the client problems are not solved or alleviated by the bargaining unit member.
- (e) Research work or work of an experimental nature involving the development of new processes or new products:
- (f) Aid to assist in the efficient delivery of services in unforeseen circumstances.

3.03 The parties agree that the Employer may continue to utilize the services of volunteers and practicum students to assist with the provision of services as and when required. The Employer agrees that the use of volunteers and practicum students will not be unreasonable taking into consideration the operational funding available to the Employer and its overall mandate, nor shall it cause the displacement of any bargaining unit employee.

ARTICLE 4 UNION SHOP

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

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

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

ARTICLE 5 DEDUCTION OF UNION DUES

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

5.02 Each year the Employer shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than the last day of February.

ARTICLE 6 PROBATIONARY PERIOD

6.01 All employees hired after date of ratification must serve a probationary period of four hundred and fifty (450) actual working hours of employment upon commencing employment under this Agreement. Those employees hired prior to date of ratification shall remain on the probationary period agreed to at the time of their hiring. When the probationary period expires, the employee's seniority shall then be calculated using the hours worked since the employee's last date of hire. The purpose of the probationary period is to provide the Employer with an opportunity to assess the qualifications of an employee and to review the performance and suitability of an employee for continued employment.

6.02 The Employer may extend a new employee's probationary period once only for a duration of up to one hundred and fifty (150) actual working hours, provided that such extension is made prior to the end of the initial probationary period and the Union and the employee are notified prior to the end of the initial probation period.

6.03 A probationary employee may be dismissed during the probationary period and shall not have recourse to any grievance or arbitration procedures. Any termination of a probationary employee during the probationary period, or extended probationary period, shall be deemed to have been for just cause except in circumstances where the dismissal is determined to be contrary to *The Human Rights Code* (Manitoba).

ARTICLE 7 HOURS OF WORK

7.01 Work Week/Full-time Employees

The basic work week for Full-Time employees shall be thirty-seven and one-half (37.5) hours to be worked in five (5) shifts at seven and one-half (7.5) hours per day. The parties agree that some positions require evening and weekend work to be performed and employees in such positions may periodically work greater than five (5) days in a week. In addition, if a Modified Schedule Agreement as referenced in Article 7.06 has been implemented it may vary the number of days to be worked in the week.

7.02 Consecutive Hours of Work

With the exception of the meal period and employees working in the Child Care Program, Drivers and the the Youth and Family Support Worker, an employee's shift for the day shall be comprised of consecutive hours of work.

7.03 Work Week With One General Holiday

In a week in which one (1) General Holiday occurs the basic work week for Full-Time employees shall be thirty (30) hours to be worked over a four (4) day period during that week. The parties agree that some positions require evening and weekend work to be performed and employees in such positions may periodically work greater than four (4) days in a week including one (1) General Holiday. In addition, if a Modified Schedule Agreement as referenced in Article 7.06 has been implemented it may vary the number of days to be worked in the week.

7.04 Work Week With Two General Holidays

In a week in which two (2) General Holidays occur the basic work week for Full-Time employees shall be twenty-two and one-half (22.5) hours to be worked over a three (3) day period during that week. The parties agree that some positions require evening and weekend work to be performed and employees in such positions may periodically work greater than three (3) days in a week including two (2) General Holidays. In addition, if a Modified Schedule Agreement as referenced in Article 7.06 has been implemented it may vary the number of days to be worked in the week.

7.05 The Employer shall provide employees electronically a weekly work schedule not later than Tuesday noon for the period of two (2) consecutive weeks.

If the Employer makes changes to the issued schedule, they shall provide as much notice as possible in person, by phone, or in writing to the affected employee. Unless mutually agreed between the Employer and the employee a minimum of twenty-four hours' notice shall be provided.

An employee may request a change to the issued schedule. If the Manager agrees to the request after consideration of operational requirements, the change shall be confirmed with as much notice as possible in person, by phone, or in writing to the affected employee.

7.06 **Modified Schedule Agreement**

Full-Time employees may request to adjust their regularly scheduled hours of work through a Modified Schedule Agreement. The duration of the Modified Schedule Agreement will be up to one year, and will then be subject to review for possible extension. A Modified Schedule Agreement may provide for a shift that is up to ten (10) hours in a day. A Modified Schedule Agreement must be confirmed in writing and signed by the Employee, the Union and the Employer.

7.07 If a Full-Time employee works greater than seven and one-half (7.5) hours but less than ten (10) hours in a day, the employee and the Employer may agree to adjust the employee's schedule that week so that the employee's weekly hours remain at thirty-seven and one-half (37.5) hours for that week. If the Full-Time employee and the Employer are unable to agree on a modified schedule for the week or if such an adjustment is not possible, Banked Time provisions in Article 7.08 will apply.

7.08 **Banked Time**

Hours worked in excess of thirty-seven and one-half (37.5) hours and up to forty (40) hours in a week can be banked at straight time. An employee may bank such hours of work up to a maximum of thirty-seven and a half (37.5) hours at any given time. Banked Time is to be taken at a time mutually agreed between the employee and the Employer, through a time off request by the employee to their Manager, but cannot be used to create an overtime situation. Banked Time is to be used within one hundred and twenty (120) days of it being earned and no later than the end of the fiscal year in which it was earned. Banked time will not be paid out except upon termination of employment.

The foregoing Banked Time provisions are not applicable to Part-Time employees.

7.09 If an employee works greater than ten (10) hours in a day or forty (40) hours in a week, the Overtime provision in Article 9 shall apply. For clarity, if overtime hours are banked pursuant to Article 9.03 they will be treated as Banked Time and there will only be one total of Banked Time for hours accrued under the terms of either of Articles 7.08 and 9.03.

7.10 No employee shall work hours in excess of their scheduled hours of work unless authorized by their Manager in advance in writing, in person or by telephone.

7.11 **Time Sheets**

The Employer shall provide electronic time sheets to enable employees to record their required hours worked for payroll purposes.

7.12 **Emergency Pay**

In situations where the public transportation system for the City of Winnipeg is to be shut down or declared unsafe due to inclement weather, any employee who was scheduled to work during such day and is unable to attend the workplace may be required to work from home and shall nevertheless continue to receive full pay for the shift that they were scheduled to work on such day.

ARTICLE 8 MEAL AND REST PERIODS

8.01 **Meal Periods**

- (a) A person working a daily shift of five (5) hours or more shall receive one (1) uninterrupted meal period without pay of not less than thirty (30) minutes. Part-Time employees working a daily shift of five (5) hours will be scheduled for a five and one-half (5.5) hour shift inclusive of the meal period.
- (b) Meal periods for all qualifying employees shall be taken at approximately the mid-point of their daily shift.

8.02 **Rest Periods**

- (a) A person working a daily shift of less than five (5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay.
- (b) A person working a daily shift of five (5) hours or more but less than seven and one-half (7.5) hours shall receive one (1) uninterrupted fifteen (15) minute rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above.

- (c) A person working a daily shift of seven and one-half (7.5) hours or more shall receive two (2) uninterrupted fifteen (15) minute rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 8.01 above. One (1) rest period shall be taken during the first half of said daily shift and the other rest period shall be taken during the second half of said daily shift. The Employer and an employee may agree, subject to operational requirements, to schedule the two (2) rest periods and the meal period for a one (1) hour break, thirty (30) minutes paid, and thirty (30) minutes unpaid. In the absence of an agreement, the rest periods and the meal period shall be scheduled separately.
- (d) Rest periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before the end of the shift.

ARTICLE 9 OVERTIME

9.01 All time worked in excess of ten (10) hours in a day or forty (40) hours in any week shall be compensated at the rate of one and one-half (1.5 X) times the employee's regular hourly rate of pay.

9.02 For the purposes of computing overtime, any employee who is off on paid sick leave or any authorized paid leave of absence shall have this time off credited and considered to be time worked for the purposes of determining when overtime is to be calculated.

9.03 Overtime shall be compensated by granting paid time off in lieu of overtime payment. Banked Time is to be taken at a time mutually agreed between the employee and the Employer, through a time off request by the employee to their Manager, but cannot be used to create an overtime situation. Such time shall accumulate as one and one-half (1.5) hours for each hour of overtime worked. An employee cannot accumulate more than thirty-seven and a half (37.5) hours of Banked Time at any given time. Banked Time is to be used within one hundred and twenty (120) days of it being earned and no later than the end of the fiscal year in which it was earned. Banked Time will not be paid out except upon termination of employment.

9.04 Overtime shall be by mutual agreement between the employee and the Employer, unless exceptional circumstances exist requiring overtime work to be performed. The Employer agrees to take into consideration genuine and extraordinary circumstances that may create personal obligations that conflict with required overtime work. All overtime work must be pre-authorized by the Employer in writing, in person or by phone.

ARTICLE 10 GENERAL HOLIDAYS

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

- | | |
|------------------|---|
| New Year's Day | Louis Riel Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Terry Fox Day | Labour Day |
| Thanksgiving Day | National Day for Truth and Reconciliation |
| Remembrance Day | Christmas Eve Day |
| Christmas Day | Boxing Day |

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

10.02 Easter Monday, Terry Fox Day (August Civic Holiday), and Christmas Eve Day may be substituted by Permanent Full-Time or Permanent Part-Time employees to observe on alternate days as follows:

- (a) Eligible employees requesting an Alternate General Holiday for one, two or three of the General Holidays above will be required to make that request as part of the "early" vacation request period (Sept 1-30) prior to the following fiscal year in which the General Holidays fall (e.g. September 2022 for General Holidays that fall within fiscal April 1, 2023 to March 31, 2024).
- (b) The Alternate General Holiday(s) must be scheduled to be taken subsequent to the date of the General Holiday that is being substituted. For example, an Alternate General Holiday for Christmas Eve Day must be scheduled to be taken subsequent to December 24.
- (c) Alternate General Holidays must be scheduled as full days and must be scheduled on non-consecutive working days. General Holiday pay for Part-Time employees will be calculated using the four (4) calendar weeks preceding the Alternate General Holiday (pursuant to Article 10.07).
- (d) In order to qualify for an Alternate General Holiday, eligible employees must normally be scheduled to work their normal shift in the week preceding and following the applicable General Holiday. For example, an employee who does not work over the summer would not be entitled to an alternate day for Terry Fox (August Civic) holiday).

- (e) Eligible employees commencing employment after the early vacation request period (Sept 1-30) will not be eligible to use Alternate General Holidays. They will first be eligible to request to use Alternate General Holidays during the first early vacation request period that occurs.
- (f) The Employer will review requests for using Alternate General Holidays. If operating requirements so permit, each employee will be authorized to take their Alternate General Holiday(s) by seniority within each program in accordance with their preference. If operating requirements do not permit and/or a similar Alternate General Holiday(s) requested by a more senior employee does not permit the Employer to approve the request, the Employer will notify the employee and request the employee to submit Alternate General Holiday preferences for the period April 1st to March 31st, to be selected by seniority within each program. Alternate General Holiday requests and approvals will be finalized by October 31st prior to the following fiscal year in which the General Holidays fall (e.g. October 31, 2022 for General Holidays that fall within fiscal April 1, 2023 to March 31, 2024).

For the fiscal year of April 1, 2022 to March 31, 2023, eligible employees may only request Alternate General Holidays for the Terry Fox Day and Christmas Eve Day General Holidays. Requests must be submitted by April 15, 2022, and the approvals will be finalized by May 15, 2022. These Alternate General Holidays must be scheduled as full days, must be scheduled on non-consecutive working days, and must be scheduled to be taken subsequent to the date of the General Holiday that is being substituted. The Employer will review requests for using Alternate General Holidays. If operating requirements so permit, each employee will be authorized to take their Alternate General Holiday(s) by seniority within each program in accordance with their preference. If operating requirements do not permit and/or a similar Alternate General Holiday(s) requested by a more senior employee does not permit the Employer to approve the request, the Employer will notify the employee and request the employee to submit Alternate General Holiday preferences for the period June 1, 2022, to March 31, 2023, to be selected by seniority within each program.

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

10.04 If a General Holiday occurs during an employee's vacation the day will be paid as a General Holiday and will not be deducted from the employee's accrued vacation, provided the General Holiday is one which the employee would have received had they been working.

10.05 When a General Holiday falls on a day when the Employer's operation is normally closed, the next regular work day shall be declared as the General Holiday for which employees shall then receive time off with pay as referred to in this Article 10.

10.06 All Full-Time employees shall receive seven and one-half (7.5) hours' pay at their regular hourly rate of pay for each General Holiday.

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

10.08 All employees working on General Holidays as designated in Article 10.01 above shall be paid one and a half (1.5 X) times their regular hourly rate of pay for all such time worked.

ARTICLE 11 MINIMUM SHIFT

11.01 No Full-Time employee shall be scheduled for less than thirty-seven and one-half (37.5) hours in any one (1) week, scheduled as outlined in Article 7 of this agreement. Although daily shift lengths may vary as outlined in Article 7 of this Agreement, if insufficient work is available for the duration of a work week an employee shall nevertheless be paid for the full thirty-seven and one-half (37.5) hours at their appropriate hourly rate of pay, unless the thirty-seven and one-half (37.5) hours of pay are reduced by any unpaid leaves that are approved pursuant to this Agreement.

11.02 No Part-Time employee shall be scheduled to work for less than two and one-half (2.5) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full two and one-half (2.5) hours at their appropriate hourly rate of pay.

11.03 No employee shall be called in to attend the workplace and work for less than two and one-half (2.5) hours in any one (1) shift. If no work or insufficient work is available, said employee shall nevertheless be paid for the full two and one-half (2.5) hours at their appropriate hourly rate of pay.

ARTICLE 12 RELIEVING RATES/TEMPORARY ASSIGNMENTS

12.01 Any employee who is temporarily assigned to work in a position in a higher paying Job Category shall receive the higher rate of pay for all hours worked in the temporary assignment.

12.02 Any employee who is temporarily assigned to work in a position in a lower paying Job Category shall nevertheless continue to receive their higher rate of pay for all hours worked in the temporary assignment.

ARTICLE 13 ON-CALL PREMIUM

13.01 On-Call Premium

The Employer may designate an employee to be on-call during non-working hours for tenant personal crises (high needs support team), housing related emergencies or for any other reason requiring on-call services. The designation must be confirmed in writing. This Article does not require the Employer to designate any employee to be on-call at any time.

13.02 An employee that is designated by the Employer to be on-call shall be paid an on-call premium equivalent to two (2) hours of their regularly scheduled hourly rate of pay (prorated if less than twenty-four (24) hours on-call to a minimum of one (1) hours pay). This premium will not count toward the calculation of daily or weekly hours of work, or toward the calculation of seniority or RRSP hours accumulation.

13.03 If the employee is contacted while on-call and is able to address the concerns through email or telephone discussion, the first two (2) hours (prorated if less than twenty-four (24) hours on-call to a minimum of one (1) hours pay) of such time spent shall be compensated through the on-call premium and will be treated as hours worked. Any such hours worked via email or telephone in excess of two hours (prorated if less than twenty-four (24) hours on-call to a minimum of one (1) hours pay) during the on-call shift will be compensated for such time worked.

13.04 If the on-call employee is required to attend the workplace in response to the call, the employee will be compensated in accordance with the call-in provisions of this Agreement (Article 11.03). The first two (2) hours (prorated if less than twenty-four (24) hours on-call to a minimum of one (1) hours pay) of such time spent shall be compensated through the on-call premium and will be treated as hours worked and credited toward the call-in requirement.

ARTICLE 14 VACATIONS

14.01 The vacation year shall be based on the Employer's fiscal year (April 1st to March 31st). Entitlement to annual vacation is based on the employee's anniversary date of most recent employment.

14.02 Vacation Entitlement - Full-Time Employees

A Full-Time employee that is hired after the commencement of a vacation year will receive a pro-rated portion of ten (10) days (75 hours) of vacation during their first partial vacation year.

14.03 Full-Time employees shall be entitled to earn vacation with pay during the vacation year based upon their service at the commencement of the vacation year, as follows:

- (a) ten (10) days (75 hours) per year if the employee has less than two (2) years of continuous service;
- (b) thirteen (13) days (97.5 hours) if the employee has two (2) years of continuous service but less than three (3) years of continuous service;
- (c) fourteen days (14) days (105 hours) if the employee has three (3) years of continuous service but less than four (4) years of continuous service;
- (d) fifteen (15) days (112.5 hours) if the employee has four (4) years of continuous service but less than five (5) years of continuous service;
- (e) sixteen (16) days (120 hours) if the employee has five (5) years of continuous service but less than six (6) years of continuous service;
- (f) seventeen (17) days (127.5 hours) if the employee has six (6) years of continuous service but less than seven (7) years of continuous service;
- (g) eighteen (18) days (135 hours) if the employee has seven (7) years of continuous service but less than eight (8) years of continuous service;
- (h) nineteen (19) days (142.5 hours) if the employee has eight (8) years of continuous service but less than nine (9) years of continuous service;
- (i) twenty (20) days (150 hours) per year if the employee has nine (9) years of continuous service but less than fifteen (15) years of continuous service;
- (j) twenty-five (25) days (187.5 hours) per year if the employee has fifteen (15) or more years of continuous service.

14.04 If an employee would move to a greater vacation entitlement during the vacation year, the employee will at the time of the employee's anniversary earn vacation at the higher amount and receive a pro-rated portion of the increase of vacation entitlement for that year.

14.05 If a Full-Time employee's employment is terminated or the employee resigns during the vacation year the vacation entitlement will be prorated for the portion of the vacation year that the employee worked. If the employee has taken more vacation than the employee earned to the point of termination, the employee will be required to adjust for the overpayment with the employee's final pay. If the employee has taken less vacation than the employee earned to the point of termination, earned but unused vacation will be paid out to the employee.

14.06 A Full-Time employee who is temporarily laid off for a portion of the vacation year will have their vacation entitlement prorated for the portion of the vacation year that the employee worked. If by the end of the vacation year the employee has received more vacation pay than what they have earned, the Employer will deduct such monies from their first pay following the vacation year. If the employee earned more vacation pay than what was paid out to them, the Employer will pay out such monies to the employee on their first pay following the vacation year.

14.07 **Vacation Entitlement – Part-Time Employees**

Part-Time employees shall be entitled to receive vacation time off, prorated for the employee's Full-Time Equivalent (FTE), and vacation pay as follows based upon their service as of the commencement of the vacation year, as follow:

- (a) ten (10) days of time per year and vacation pay of 4% of the gross wages earned in the current vacation year excluding overtime if the employee has less than two (2) years of continuous service;
- (b) thirteen (13) days of time and vacation pay of 5% of the gross wages earned in the current vacation year excluding overtime if the employee has two (2) years of continuous service but less than three (3) years of continuous service;
- (c) fourteen (14) days of time and vacation pay of 5.3846% of the gross wages earned in the current vacation year excluding overtime if the employee has three (3) years of continuous service but less than four (4) years of continuous service;
- (d) fifteen (15) days of time and vacation pay of 6% of the gross wages earned in the current year excluding overtime if the employee has four (4) years of continuous service but less than five (5) years of continuous service;
- (e) sixteen (16) days of time and vacation pay of 6.1538% of the gross wages earned in the current year excluding overtime if the employee has five (5) years of continuous service but less than six (6) years of continuous service;

- (f) seventeen (17) days of time and vacation pay of 6.5385% of the gross wages earned in the current vacation year excluding overtime (127.5 hours) if the employee has six (6) years of continuous service but less than seven (7) years of continuous service;
- (g) eighteen (18) days of time and vacation pay of 6.9231% of the gross wages earned in the current vacation year excluding overtime if the employee has seven (7) years of continuous service but less than eight (8) years of continuous service;
- (h) nineteen (19) days of time and vacation pay of 7.3077% of the gross wages earned in the current vacation year if the employee has eight (8) years of continuous service but less than nine (9) years of continuous service;
- (i) twenty (20) days of time and vacation pay of 7.6923% of the gross wages earned in the current vacation year if the employee has nine (9) years of continuous service but less than ten (10) years of continuous service;
- (j) twenty-five (25) days per year of time and vacation pay of 9.6154% of the gross wages earned in the current vacation year if the employee has fifteen (15) or more years of continuous service.

14.08 If a Part-Time employee works shifts of variable hours in duration, a day of vacation must be used as a block of time no less than the equivalent of their shortest shift duration.

14.09 If a Part-Time employee's employment is terminated or the employee resigns during the vacation year the vacation entitlement will be prorated for the portion of the vacation year that the employee worked. If the employee has taken more vacation than the employee earned to the point of termination, the employee will be required to adjust for the overpayment with the employee's final pay. If the employee has taken less vacation than the employee earned to the point of termination, earned but unused vacation will be paid out to the employee.

14.10 A Part-Time employee who is temporarily laid off for a portion of the vacation year will have their vacation entitlement prorated for the portion of the vacation year that the employee worked. If by the end of the vacation year the employee has received more vacation pay than what they have earned, the Employer will deduct such monies from their first pay following the vacation year. If the employee earned more vacation pay than what was paid out to them, the Employer will pay out such monies to the employee on their first pay following the vacation year.

14.11

Early Vacation Scheduling Procedure
(Vacation Period of April 1st to May 31st)

Vacation requests for vacation to be taken during the period April 1st to May 31st of each vacation year will be considered and granted as follows:

- (a) Between September 1st and September 30th each employee may record their preferred period of vacation for the period April 1st to May 31st, and submit a time off request through the payroll system which will be provided to their Supervisor.
- (b) The Employer will review the vacation preferences requested by the employees for the period April 1st to May 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 notify the employee and request the employee to submit alternate vacation preferences for the period April 1st to May 31st, to be selected by seniority.
- (c) Employees will be notified of the decision regarding their vacation request by October 15th.
- (d) Any vacation requests after September 30th are to be made through a time off request through the payroll system not less than twenty-one (21) days in advance of the time being requested. Such requests 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 request to change vacation scheduling within seven (7) calendar days of the date the request was submitted.

14.12

Main Vacation Scheduling Procedure
(Vacation Period of June 1st to March 31st)

Vacation requests for vacation to be taken during the period June 1st to March 31st of each vacation year will be scheduled in accordance with the following Main Vacation Scheduling Procedure:

- (a) Between April 1st and April 30th each employee will record their preferred period of vacation for the period June 1st to March 31st, and submit a time off request through the payroll system which will be provided to their Supervisor.

- (b) The Employer will review the vacation preferences requested by the employees for the period June 1st to March 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 notify the employee and request the employee to submit alternate vacation preferences for the period June 1st to March 31st, to be selected by seniority.
- (c) Employees will be notified of the decision regarding their vacation request by May 31st.
- (d) Employees must schedule at least ten (10) days of vacation through the process in Articles 14.11 (a), (b) and (c) or 14.12 (a), (b) and (c). Employees with greater than ten (10) days of vacation entitlement may leave unscheduled the days in excess of the ten (10) days to be taken during the vacation year. Such requests are to be made through a time off request through the payroll system not less than twenty-one (21) days in advance of the time being requested. Such requests 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 request to change vacation scheduling within seven (7) calendar days of the date the request was submitted.
- (e) Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer. Such requests are to be made through a time off request through the payroll system not less than twenty-one (21) days in advance of the time being requested. 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 request to change vacation scheduling within seven (7) calendar days of the date the request was submitted.
- (f) Employees are required to take at least one (1) full week of vacation entitlement (five (5) days for Full-Time employees or the equivalent for Part-Time employees). Employees with greater than five (5) days of vacation entitlement are permitted to take the days in excess of five (5) days as single or partial vacation days provided operational needs are met. Employees that commence employment during the vacation year and have less than five (5) days of vacation entitlement may take vacation days as single or partial days provided that operational needs are met.

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

14.14 Vacations must be taken during the applicable vacation year. An employee may request to carryover up to ten (10) days of vacation entitlement into the following vacation year if exceptional circumstances exist. Such request is to be submitted in writing to the Executive Director (or designate) for determination subject to operational requirements.

ARTICLE 15 EMPLOYEE DISCRETIONARY DAYS

15.01 With reasonable notice to the employee's Supervisor, Permanent Full-Time and Part-Time employees who have completed their probationary period shall be granted two (2) Employee Discretionary Days per fiscal year without loss of pay. Requests are to be submitted via a time off request through the payroll system which will be provided to their Supervisor. Such leave is not cumulative and cannot be carried forward to the following fiscal year, and is pro-rated for a partial year and pro-rated for Part-Time employees.

15.02 Discretionary days cannot be used to extend approved vacation.

15.03 Discretionary days may be taken in partial day increments.

15.04 In the event the number of leave requests exceeds the number of employees that may be absent on a given day, Employee Discretionary Days shall be granted on a first requested, first approved basis.

ARTICLE 16 MANAGEMENT RIGHTS

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

- (a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;

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

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

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

ARTICLE 17 PAYMENT FOR MEETING ATTENDANCE

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

17.02 Any employee who is required to attend a meeting at the workplace outside of their assigned working hours shall be paid the greater of time actually spent at the meeting or two and one-half (2.5) hours' pay. Any employee who is required to attend a meeting virtually or by telephone outside of their assigned working hours shall be paid the greater of time actually spent in the meeting or one (1) hours' pay.

ARTICLE 18 PROTECTED LEAVES OF ABSENCE

18.01 Personal Leave

A leave of absence without pay, for personal reasons, may be requested by an employee for a period of up to one (1) year. If the leave is for a period of one (1) calendar week or more a written application must be made by the employee to the Executive Director (or designate) with as much notice as possible, and in any event not less than four (4) calendar weeks' notice. The Employer will take into consideration operational requirements, the reason for the requested leave and any other factors it considers relevant in its determination of the request. Notification of approval or denial of the request will be provided to the employee in writing.

All requests of less than one (1) calendar week must be made directly to the employee's Manager and Senior Manager through the Employer's payroll system. The request must be with as much notice as possible, and in any event not less than two (2) calendar weeks' notice. The Employer will take into consideration operational requirements, the reason for the requested leave and any other factors it considers relevant in its determination of the request. Notification of approval or denial of the request will be provided to the employee in writing.

18.02 **Union Leave – Full Time Union Duties**

A leave of absence without pay to attend to Union business may be granted to an employee. If the duration of the leave request is greater than two (2) months then six (6) weeks' advance notice shall be given to the Employer indicating that such leave is required. Unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed twelve (12) consecutive months unless otherwise mutually agreed to between the Employer and the Union.

18.03 **Union Convention/Conference/Education Leave**

Subject to operational requirements, a leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars may be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Union shall give the Employer written notice not less than fourteen (14) calendar days before the requested leave is to commence. The Employer will pay said employees as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits (including for clarity, contributions for group insurance, RRSP, EI, CPP, WCB, HET or other statutory remittances) paid to the employee(s).

18.04 **Negotiation Leave**

The Employer shall allow two (2) employees time off without pay for the purpose of preparing and/or attending negotiations for the renewal of the Collective Agreement. The Employer will pay said employees as if they had been at work and the Union agrees to reimburse the Employer for any payments in regard to wages and benefits (including for clarity, contributions for group insurance, RRSP, EI, CPP, WCB, HET or other statutory remittances) paid to the employee(s).

18.05

Family Responsibility Leave

If employees require time for family responsibilities that cannot be reasonably scheduled outside their regular working hours, employees shall be granted up to three (3) days per year of time off, without pay, to attend to their family responsibilities. An employee may utilize three (3) days of accumulated sick leave per fiscal year if they desire and have accumulated sick days in their sick leave bank for Family Responsibility Leave related to the employee's spouse, parent or child. A partial day used for this purpose will count as one (1) of the three (3) days, and a Part-Time employee will have a prorated amount of the three (3) days available.

Employees wishing to take this leave must give as much notice to the Employer as is reasonable and practicable in the circumstances. The Employer may request, and if so, shall be provided, reasonable verification of the necessity of the leave.

This leave is provided pursuant to section 59.3 of *The Employment Standards Code* (Manitoba), as amended at the time of the request.

Requests for such leave will not be unreasonably denied.

18.06

Bereavement Leave

- (a) An employee shall be granted bereavement leave of up to three (3) non-consecutive working days without loss of regular wages, in the event of the death of the employee's father, mother, brother, sister, spouse, common law partner, child, stepparent, stepchild, foster child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, guardian or former guardian, grandparent, grandchild, fiancé(e), aunt, uncle, niece, nephew, or any relative with whom the employee resided as a minor, provided such time is taken within three (3) months of the death of the family member.
- (b) Additional leave of up to three (3) consecutive working days without loss of pay may be granted in exceptional circumstances or where travel of more than 200 km from the City of Winnipeg is required, provided such additional time is taken within three (3) months of the death of the family member.
- (c) The Employer may grant additional bereavement leave, without pay, if a bereaved employee requests same in writing. Such leave will be granted at the discretion of the Employer. In no event will less time, without pay, be granted than that required by *The Employment Standards Code* (Manitoba).

18.07

Life Threatening Illness/Injury Leave

An employee shall be entitled to up to three (3) working days of time off without loss of pay in the event of a life-threatening illness/injury of close family member to whom the employee is providing care. This leave is limited to three (3) working days per family member per fiscal year.

18.08

Maternity Leave/Parental Leave

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

Each employee

- a) who has completed seven (7) consecutive months of service with the Employer,
- b) who submits to the Employer an application in writing for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave, and
- c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery, is entitled to and shall be granted maternity leave consisting of:
 - i. a period not exceeding seventeen (17) weeks if delivery occurs on or before the date delivery is specified in the certificate mentioned in clause (c); or
 - ii. a period of seventeen (17) weeks plus an additional period equal to the period before the date of delivery specified in the certificate in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. The employee returning to work after a maternity/parental leave shall provide the Employer with at least two (2) weeks' notice.

Maternity leave granted to an employee under Article 18.08 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in Article 18.08(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

18.09 **Parental Leave**

Each employee

- (a) who
 - (i) becomes the natural parent of a child or assumes actual care and custody of the newborn child, or
 - (ii) adopts a child under the laws of a province, and
- (b) who completes seven (7) consecutive months of service with the Employer, and
- (c) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day on which the employee intends to commence the leave is entitled to and shall be granted parental leave consisting of a continuous period of up to sixty-three (63) weeks.

18.10 **Commencement of Parental Leave**

Subject to Article 18.11 (Parental Leave in Addition to Maternity Leave), parental leave must commence no later than the first anniversary date of the birth or adoption of the child, or of the date on which the child comes into the actual care and custody of the employee.

18.11 **Parental Leave in Addition to Maternity Leave**

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

18.12 **Late Application for Parental Leave**

An employee who gives less notice than is required under Article 18.09(c) is entitled to the sixty-three (63) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.

18.13 **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 location occupied at the time such leave commenced, as long as the position and location continue to exist and provided that at least two (2) weeks' notice of an intended return to work is provided.

18.14 **Parenting Leave**

Employees, who are not taking maternity leave, shall be granted five (5) scheduled days parenting leave of absence without loss of pay. This leave must be taken within seven (7) calendar days following the birth of their child. Parenting leave shall be in addition to any parental leave the employees may be entitled to.

18.15 **Interpersonal Violence Leave**

Interpersonal Violence Leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of *The Employment Standards Code (Manitoba)* as amended from time to time.

Interpersonal Violence includes domestic violence, sexual violence and stalking. Employees who are victims of Interpersonal violence, or have dependents who are victims of Interpersonal violence, shall be entitled to take the leave after they have worked for at least ninety (90) days.

Domestic violence is set out in *The Domestic Violence and Stalking Act*. Under the definition, domestic violence is:

- (a) an intentional, reckless or threatened act or omission that causes bodily harm or property damage;
- (b) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;
- (c) conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;
- (d) forced confinement;
- (e) sexual abuse.

The Domestic Violence and Stalking Act describes situations of domestic violence as instances of violence that occur by one person against another person who:

- (a) lives or has lived with them in a spousal, conjugal or intimate relationship;
- (b) has or had a family relationship with them, in which they have lived together;
- (c) has, or previously had, a family relationship with them, in which they have not lived together;
- (d) has or had a dating relationship with them, whether or not they have ever lived together;
- (e) is the other biological or adoptive parent of their child, regardless of their marital status or whether they have ever lived together.

Sexual violence is any sexual act or act targeting a person's sexuality, gender identity or gender expression that is committed, threatened or attempted against a person without the person's consent. The act may be physical or psychological in nature and includes:

- (a) sexual assault;
- (b) sexual harassment;
- (c) indecent exposure;
- (d) voyeurism;
- (e) sexual exploitation.

The meaning of stalking is set out in *The Domestic Violence and Stalking Act*. Under the definition, stalking occurs when a person repeatedly engages in conduct that causes the other person to fear for their own safety. The conduct referred to in the definition includes:

- (a) following the other person or anyone known to the other person;
- (b) communicating or contacting the other person or anyone known to the other person directly or indirectly;
- (c) using the Internet or other electronic means to harass or threaten the other person;

- (d) being constantly present or watching any place where the other person, or anyone; known to the other person, lives, works, carries on business or happens to be; or
- (e) engaging in threatening conduct directed at the other person or anyone known to the other person.

Employees may take an Interpersonal violence leave for only one (1) or more of the following purposes, as these purposes relate to the employee or to a dependent:

- (a) to seek medical attention in respect of a physical or psychological injury or disability;
- (b) to obtain services from a victim services organization;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence; or
- (f) any other purposed prescribed in the regulation.

An employee's dependent is:

- (a) a child of the employee;
- (b) a child of the employee's spouse or common-law partner;
- (c) any person under eighteen (18) years of age who is under the care and control of the employee;
- (d) any person who is eighteen (18) years of age or older, and who, because of illness, disability or any other reason, is under the day to day care and control of the employee.

The child of an employee shall be considered a victim of Interpersonal Violence when the child:

- (a) is a victim of interpersonal violence directly, or

- (b) is directly or indirectly exposed to interpersonal violence experienced by:
 - (i) a parent,
 - (ii) a child of a parent,
 - (iii) a spouse or common-law partner of the child;
 - (iv) a child of the child, or
 - (v) any other person who lives with the child as a member of their family.

There are two (2) parts to Interpersonal Violence Leave. One part of the leave allows employees to take up to ten (10) days consecutively or on an intermittent basis in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid for up to five (5) days of Interpersonal violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages they would normally earn for their regular hours of work. The Employer may give greater benefits than those provided for in the legislation. The employee shall continue to accumulate their seniority.

Employees must provide reasonable verification of the need for the leave when taking paid days. The Employer may require verification from the employee for unpaid days of leave. The employee shall provide the Employer as much notice as is reasonable in the circumstances.

The employee shall give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with no less than the pay and benefits the employee earned immediately prior to the leave. The employee shall continue to accumulate seniority during the leave.

18.16 **Leave for Citizenship Ceremony**

Employees may receive up to four (4) hours of time off without loss in pay to attend their citizenship ceremony and receive their certificate of citizenship.

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

18.17

Federal, Provincial and Municipal Elections

Employees entitled to vote at a federal, provincial and municipal election shall, while the polls are open on polling day at the election (8:30 a.m. to 8:30 p.m.) have three (3) consecutive hours with pay for the purpose of voting.

Employees who will require time off to vote must arrange with their Supervisor for such time to be taken at the convenience of IRCOM. Employees who absent themselves to vote at a time other than that provided by the Employer are not entitled to payment for time lost.

18.18

Additional Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code* (Manitoba). Such leaves presently include but are not limited to Compassionate Care Leave, Long Term Leave for Serious Illness or Injury, Critical Illness of a Child Leave, Critical Illness of an Adult Leave, Disappearance or Death of a Child Leave, Organ Donation Leave, and Leave for Reservists. Eligibility for such leaves will be determined in accordance with the provisions of *The Employment Standards Code* (Manitoba) and Regulations thereunder as amended at the time of the leave request.

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

ARTICLE 19 SENIORITY

19.01 Seniority shall be defined as the total accumulated hours of service calculated from the date the employee last entered the service of the Employer, to a maximum total of one thousand nine hundred and fifty (1950) hours in one fiscal year. For the sole purpose of calculation of seniority pursuant to this Article 19.01, total accumulated hours of service shall include all paid hours of service and shall also include:

- (a) unpaid leaves of absence due to maternity leave and parental leave, (up to a maximum of two thousand nine hundred twenty-five (2925) hours of service, to be prorated on the Part-Time employee's actual hours worked in the immediate preceding fiscal year);
- (b) extended illness or injury (covered by sick benefits or other insurance), Union leave, Workers Compensation or injuries covered by Manitoba Public Insurance, (up to a maximum of one thousand nine-hundred and fifty (1950) accumulated hours of service, to be prorated on the Part-Time employee's actual hours worked in the immediate preceding fiscal year); and

- (c) any other approved unpaid leave of absence up to a maximum of four hundred and fifty (450) accumulated hours of service, to be prorated on the Part-Time employee's actual hours worked in the immediately preceding fiscal year.

For those employees who have not worked during the immediately preceding fiscal year, the proration will be based on the average of actual hours worked in the four (4) week period immediately preceding the end of the current fiscal year.

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

- (a) the employee resigns or is discharged by the Employer and is not reinstated through the grievance and/or arbitration articles of this Agreement; or
- (b) if the employee is laid off for a period in excess of twelve (12) continuous months; or
- (c) the employee fails to return to work on recall within fourteen (14) calendar days of a registered letter being sent to their latest recorded address on file with the Employer or within seven (7) calendar days of direct contact with a management representative of the Employer unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate or another explanation acceptable to the Employer; or
- (d) the employee is absent from work without an explanation acceptable to the Employer for a period of three (3) or more consecutive working days; or
- (e) the employee fails to return to work on the day specified in accordance with an approved leave of absence, including vacation or suspension, unless the employee is not able to report for work due to an illness or injury substantiated by a medical certificate or another explanation acceptable to the Employer; or
- (f) the employee is no longer legally entitled to continue working in their position due to a change in the status of the employee's work permit or study permit.

19.03 Employees from within the bargaining unit who accept a Permanent position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. At the request of either the Employer or the employee, the employee may be returned to the bargaining unit and their former position at any time during the three (3) month period upon at least two (2)

calendar weeks' notice. Employees who remain outside of the bargaining unit beyond the three (3) month time limit shall lose the seniority they had immediately prior to leaving the bargaining unit.

Notwithstanding, employees accepting a Temporary or Term position outside the bargaining unit will continue to accumulate seniority for the time period that they were outside of the bargaining unit beyond the three (3) month limitation to a maximum of twelve (12) months. The twelve (12) month limitation can be extended by mutual agreement between the Union and the Employer. The employee will be returned to their former position within the bargaining unit at the expiry of the Temporary or Term position.

19.04 The Employer shall provide the Union Representative in January and July of each calendar year with an up-to-date seniority list of all Full-Time and Part-Time, employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located at each of the Employer's two (2) primary work locations.

19.05 The Employer may determine in its discretion based upon operational requirements and the particulars of the positions involved that a Part-Time employee may not be permitted to occupy more than one (1) Part-Time position at the same time or may not be permitted to occupy a Part-Time position and a Casual position at the same time.

ARTICLE 20 LAYOFF AND RECALL

20.01 Layoff/Reduction/Recall - Full-Time Employee

When reduction of personnel is deemed to be necessary by the Employer, Full-Time employees shall be laid off or reduced from Full-Time to Part-Time in accordance with the following:

- (a) The Employer will identify the position(s) affected within the applicable program. A Full-Time employee occupying an affected position may displace into a position held by a less senior employee in accordance with the following provisions.
- (b) A Full-Time employee occupying an affected position within a program may displace the Full-Time employee with the least seniority within the affected program occupying a position in the same or a lower Job Category. If the employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the Full-Time employee may displace the employee with the next least seniority within the affected program occupying a position in the same or lower Job Category. If the Full-Time

employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the employee's next option for displacement will be pursuant to paragraph (c) below.

(c) If the Full-Time employee is not able to displace another employee within the affected program pursuant to (b) above, they may displace the least senior Full-Time employee outside the affected program occupying a position in the same or a lower Job Category. If the employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the Full-Time employee may displace the employee with the next least seniority outside of the affected program occupying a position in the same or lower Job Category. If the Full-Time employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the employee's next option for displacement will be pursuant to paragraph (d) below.

(d) If the Full-Time employee is not able to displace a Full-Time employee outside the affected program pursuant to (c), they may displace the Part-Time employee with the least seniority within or outside the affected program occupying a position in the same or a lower Job Category. If the employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the Full-Time employee may displace the Part-Time employee with the next least seniority occupying a position in the same or lower Job Category. If the Full-Time employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the employee will be placed on layoff.

In applying the foregoing, if the least senior Part-Time employee occupies a position with less than twenty (20) hours of work per week, the employee may displace the next least senior Part-Time employee with a minimum twenty (20) hour per week schedule in the same or a lower Job Category.

(e) The displacing employee will maintain their current hourly rate of pay for a period of six (6) months, at which time the employee will be paid at the rate of pay of the position that they have displaced into. The wage protection will cease prior to the conclusion of six (6) months if the employee successfully applies for and is awarded

another bargaining unit position prior to the conclusion of the six (6) months period.

- (f) In exercising displacement rights, an employee may not displace an employee occupying a position in a higher Job Category.
- (g) An employee may elect to not exercise the displacement entitlements above and to be placed on lay-off with recall rights.

The familiarization period for the purpose of this article is twenty-two and one-half (22.5) hours. If the employee is not successful during the familiarization period they will be placed on lay-off and subject to recall, and not permitted to select other displacement options.

20.02 **Layoff/Reduction/Recall - Part-Time Employee**

When reduction of personnel is deemed to be necessary by the Employer, Part-Time employees shall be laid off in accordance with the following:

- (a) The Employer will identify the position(s) affected within the applicable program. A Part-Time employee occupying an affected position may displace into a position held by a less senior employee in accordance with the following provisions.
- (b) A Part-Time employee occupying an affected position within a program may displace the least senior Part-time employee within the affected program occupying a position in the same or a lower Job Category. If the employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the employee may displace the Part-Time employee with the next least seniority occupying a position in the same or lower Job Category.
- (c) If the Part-Time employee is not able to displace another Part-Time employee within the affected program pursuant to (b), they may displace the Part-Time employee with the least seniority from outside the affected program occupying a position in the same or a lower Job Category. If the employee does not have the required qualifications and demonstrated ability to perform the necessary job functions after a familiarization period for that position, the employee may displace the Part-Time employee with the next least seniority occupying a position in the same or lower Job Category.
- (d) In applying the foregoing, if the affected Part-Time employee works twenty (20) hours or more per week and the least senior Part-Time employee occupies a position with less than twenty (20) hours of work per week, the employee may displace the next least senior

Part-Time employee with a minimum twenty (20) hour per week schedule in the same or a lower Job Category.

- (e) The displacing employee will maintain their current hourly rate of pay for a period of six (6) months, at which time the employee will be paid at the rate of pay of the position that they have displaced into. The wage protection will cease prior to the conclusion of six (6) months if the employee successfully applies for and is awarded another bargaining unit position prior to the conclusion of the six (6) month period. The wage protection will not apply if the employee displaces into a position that has a greater number of hours scheduled per week.
- (f) In exercising displacement rights, a Part-Time employee may not displace an employee occupying a position in a higher Job Category.
- (g) An employee may elect to not exercise the displacement entitlements above and to be placed on lay-off with recall rights.

The familiarization period for the purpose of this article is twenty-two and one-half (22.5) hours. If the employee is not successful during the familiarization period they will be placed on lay-off and subject to recall, and not permitted to select other displacement options.

20.03 **Notice of Layoff**

The Employer shall notify any non-probationary employee who is to be laid off at least fourteen (14) calendar days' prior to the effective date of the layoff or provide payment for their scheduled days of work during the fourteen (14) calendar day notice period. Any notice provided by the Employer to the employee prior to the effective date of lay-off will be credited toward the notice obligation in *The Employment Standards Code* if the employee is laid off for a period in excess of twelve (12) months and not recalled.

20.04 **Notice of Change of Employment Status from Full-time to Part-time**

The Employer agrees to give at least fourteen (14) calendar days' notice prior to permanently changing an employee's status from Full-Time to Part-Time.

20.05 **Utilization of Part-Time Employees**

The Employer shall not utilize Part-Time employees to displace Full-Time employees or to prevent the hiring of Full-Time positions. This clause will not prevent Part-Time employees from performing work to the extent that they already perform such work.

20.06

Laid Off Employees Preference

Employees on the recall list will be recalled in order of seniority, subject to the employee having demonstrated their ability to satisfactorily perform the necessary and required work of the Employer within a twenty-two and one-half (22.5) hour familiarization period. An employee may only be recalled into a position that is in the same or lower Job Category to the one that they held at the time of lay-off.

No new employee may be hired until those qualified employees on the recall list who have demonstrated their ability to satisfactorily perform the necessary and required work of the Employer within a twenty-two and one-half (22.5) hour familiarization period have been given the opportunity of recall. If an employee is recalled and not successful during the familiarization period, they will be returned to the recall list and the date of the original layoff and placement on the recall list will continue to be used for the purpose of Article 19.02(b).

Notwithstanding the foregoing, a Part-Time employee shall not have a right of recall to a Full-Time position, and the Full-Time position shall be posted in accordance with the provision contained in Articles 35.01, 35.02, and 35.03 if there are no employees with Full-Time seniority on the recall list. If, however, an employee has been reduced from Full-Time to Part-Time by the Employer within the previous twelve (12) months prior to the lay-off, that Part-Time Employee on the recall list may be recalled to a Part-Time position or Full-Time position.

ARTICLE 21 TECHNOLOGICAL CHANGE

21.01 The provisions of *The Labour Relations Act* of the Province of Manitoba as amended respecting technological change shall apply.

ARTICLE 22 SAFETY AND HEALTH

22.01 The Employer agrees to maintain working conditions which are conducive to the safety and health of all employees and to take reasonable steps to correct any conditions that are detrimental to the safety and health of any employees.

The Employer, the Union and all employees shall make every reasonable effort to comply with *The Workplace Safety and Health Act* and Regulations.

22.02 The Employer shall establish a Safety and Health Committee which shall meet every three (3) months during regular working hours. The Committee shall conduct workplace inspections of the Employer's operations every three (3) months. The Committee shall be comprised of two (2) bargaining unit employees chosen by the Union and two (2) management persons. The Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy

shall be given to each member of the Committee and a copy shall be posted on the bulletin board. The Employer shall email a copy of such minutes to the Union Representative within fourteen (14) calendar days of completion of the meeting. The co-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.

22.03 Time spent by Committee members conducting meetings and inspections in accordance with Article 22.02 above shall be considered as time worked.

22.04 The Employer shall allow Committee members time off without loss of pay in accordance with *The Workplace Safety and Health Act* and Regulations as amended from time to time for the purpose of attending safety and health seminars, courses or conferences approved by the Committee. The Committee will determine which courses it wishes to have Committee members attend, however if there is a Health and Safety course offered by the UFCW Training Centre it will give preference to the UFCW course over the same course offered by a third-party.

Time off pursuant to this article will be scheduled and taken at a time that is approved by the Employer. No reimbursement from the Union is required for the paid leave required pursuant to *The Workplace Safety and Health Act* and Regulations.

Time off to attend seminars, courses or conferences in excess of what is required in *The Workplace Safety and Health Act* and Regulations must be requested and approved pursuant to Article 18.03 of the Agreement.

22.05 In situations where an employee believes that a safety and/or health hazard exists that creates a danger to their safety or health, or the safety and health of another employee, the employee must immediately report it to their Manager or Supervisor. If the employee believes on reasonable grounds that the work constitutes a danger to their safety or health, or the safety and health of another employee, the employee may exercise a Right to Refuse pursuant to *The Workplace Safety and Health Act* and Regulations thereunder, as amended from time to time.

An employee may raise any other concern on a safety or health matter at the workplace to the attention of their Manager or Supervisor, or a member of the Safety and Health Committee, for review and follow-up.

ARTICLE 23 WORKERS COMPENSATION BENEFITS

23.01 If an employee is injured due to an event arising out of and in the course of their duties, and the employee requires immediate medical care, transportation to a physician, hospital or clinic shall be provided at the expense of the Employer if not covered by a medical plan.

23.02 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. The employee and the Employer shall provide any information required by the Workers Compensation Board with respect to the claim within the time limits set by the Workers Compensation Board.

23.03 Any employee who suffers an injury and/or illness which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury and/or illness, but was unable to work because of the injury and/or illness.

ARTICLE 24 WAGE REFERRAL/NEW CLASSIFICATIONS/PAY DAYS

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

24.02 If a new position within a Job Category is created within the bargaining unit that has not previously existed, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position within a Job Category. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 30 of this Agreement. The Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new position within the Job Category has been agreed upon or determined by arbitration.

24.03 Persons who have worked for the Employer within a period of one (1) year prior to being rehired, shall have their past service recognized for the purpose of setting their starting rate of pay but such time worked shall not contribute towards the completion of their probationary period.

24.04 The Employer shall pay wages bi-weekly via direct deposit. Each employee shall be provided with an itemized electronic statement of their wages, overtime and other pay and deductions. Paydays shall be every second Thursday, providing payment for the two weeks ending the previous Friday.

ARTICLE 25 ORIENTATION MEETING

25.01 The Employer agrees that new employees will be allowed up to thirty (30) minutes of paid time in order to meet with a Shop Steward for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and the Union. This meeting shall take place at a time mutually agreeable between the Shop Steward and the Employer, and normally within the first thirty (30) days of employment. A full-time Union Representative shall be entitled to attend any such meeting.

ARTICLE 26 UNION REPRESENTATIVE'S VISITS

26.01 A duly authorized full-time representative of the Union (the "Union Representative") shall be entitled to visit the Employer's premises for the purpose of observing working conditions, and communicating with the employees in the Bargaining Unit ("Bargaining Unit Member") with respect to matters relating to *The Labour Relations Act* or the Collective Agreement.

26.02 Such visits shall occur only after the Union Representative has notified the Executive Director or, in their absence, another designated representative of management by phone or email. Notification may be provided in advance of the visit. If notification is not provided in advance, notification shall take place upon entering the Employer's premises and before proceeding on a visit.

26.03 The Union Representative shall interview Bargaining Unit Member(s) during their meal and/or rest periods, whenever possible. However, if the interview must occur during a Bargaining Unit Member's working hours, the Employer shall allow the Bargaining Unit Member up to ten (10) minutes of paid time off in order to meet with the Union Representative, provided said time off does not unduly interfere with the Employer's operations.

26.04 Interviews between the Union Representative and a Bargaining Unit Member shall be held in private so as to not distract or disrupt other employees. Any such meeting shall take place in a location designated by the Employer and acceptable to the Union.

26.05 When on the Employer's premises, the Union Representative shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his or her duties and the Union Representative shall observe all reasonable policies governing the Employer's operation, including but not limited to all COVID-19 related policies and protocols. However, no such policy shall prohibit, prevent or unduly interfere in any way with the Union Representative's rights that are provided for in this Agreement.

ARTICLE 27 SHOP STEWARDS

27.01 The Employer agrees to recognize up to two (2) Shop Stewards per work location, to a maximum of four (4) total in the workplace, as appointed and/or elected by the Union to represent employees in the bargaining unit. The Union shall notify the Director of Human Resources in writing of the names of its Shop Stewards and of any changes as they occur. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints to management.

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

ARTICLE 28 DISCIPLINE/DISCHARGE

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

28.02 All employees shall be entitled prior to the imposition of any form of discipline or discharge to be notified at a meeting with management of the reasons for considering such action. The Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend if available and provided that the employee has not indicated that the employee does not wish the Union Representative to attend. Unless the employee indicates otherwise in the presence of or in writing to their full-time Union Representative (or their designate) and/or Shop Steward, said employee shall be accompanied by the Shop Steward of their choice and/or the Union Representative during said meeting. If either or both are not available within twenty-four (24) hours, the meeting will take place with an alternate Shop Steward or other bargaining unit member of the employee's choice.

28.03 All disciplinary meetings shall be held in private and shall take place on the Employer's premises or remotely using virtual technology.

28.04 The affected employee, the Shop Steward who is involved, and the Union Representative, shall be given a copy of any disciplinary notice which is to be placed in the employee's personnel file and shall be given a copy of any discharge notice that is given to the employee. The notice will be provided at the meeting pursuant to Article 28.02 and will include the reasons for taking such action, and a copy of said discipline and/or discharge notice shall be emailed to the Union Representative within twenty-four (24) hours of the meeting. If the affected employee is not present at the meeting, the Employer shall send it via registered mail to the affected employee's current address on file.

28.05 Employees will be requested to sign a discipline and/or discharge notice to confirm receipt of the notice. The signing of discipline and/or discharge notices by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the discipline and/or discharge notice, but is acknowledgment that they have received said discipline and/or discharge notice.

28.06 In administering disciplinary action, the Employer shall not use any discipline notice on an employee's personnel file after twenty-four (24) months. Said discipline notice cannot be used against the employee at a later date. This time period of twenty-four (24) months shall not include periods of layoffs, periods of leaves of absence without pay, or periods of disciplinary suspensions.

It is understood that should any employee receive a discipline notice for the same or similar offence during said twenty-four (24) month period, the employee will then be required to wait a further twenty-four (24) months before the discipline notices cannot be used against the employee.

Notwithstanding the foregoing, disciplinary notices for harassment, bullying, major safety violations and/or violence will remain on the employee's file indefinitely and may be used by the Employer when determining discipline for subsequent similar offences beyond the twenty-four (24) month period referenced above.

28.07 Employees covered by this Agreement shall have supervised access to their own personnel file, upon written request by the employee involved. Employees shall be able to obtain copies of documents in their personnel file when requested and a copy of an employee's written reply to any document contained in their personnel file shall be placed in the employee's personnel file. Employees shall not remove any documents from their personnel file. The Employer shall keep only one (1) personnel file per employee, said file may be kept in both a hard copy, and electronic version.

ARTICLE 29 ADJUSTMENT OF GRIEVANCES

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

29.02 Employees, accompanied by a Shop Steward if they so choose, are encouraged by the Employer and the Union to first discuss their complaint with their Manager in an attempt to resolve the dispute.

29.03 Where the Union requires relevant information regarding a grievance with respect to hours of work and/or seniority, the Employer shall supply such information in writing to the Union within fourteen (14) calendar days from the date of the request. If this cannot be done within fourteen (14) calendar days or if the Employer disputes that

the information requested is relevant, it will write to the Union advising of that and provide an estimate of the time as to when it will be available and/or an explanation of why the information is not considered relevant.

29.04 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

Employer Grievances and Union Grievances shall be processed commencing at Step 2 of the Grievance Procedure.

29.05 All grievances must be submitted in writing. The written grievance shall set forth the nature of the grievance, the article or articles of the Collective Agreement allegedly violated, and the remedy or correction required.

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

STEP 1: The written grievance shall be submitted by the full-time Union Representative (or designate) to the Director of Human Resources (or designate). Either party may request a meeting to discuss the grievance if considered necessary. The Director of Human Resources shall have ten (10) calendar days to respond to the grievance from the date of receipt or ten (10) calendar days from the date of the meeting (if applicable). If a satisfactory settlement has not been reached, the Union may proceed to Step 2.

STEP 2: The Union Representative (or designate) may take the matter up with the Executive Director (or designate). If the matter is not referred to Step 2 within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it shall be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited. Either party may request a meeting to discuss the grievance if considered necessary. The Executive Director (or designate) shall have fourteen (14) calendar days to respond to the grievance from the date of receipt or fourteen (14) calendar days from the date of the meeting (if applicable).

29.07 Within fourteen (14) calendar days of receiving the Step 2 reply from the other party but not thereafter, the grieving party may refer the matter to an Arbitrator selected in accordance with Article 30. The time limit for referring the grievance to an Arbitrator may be extended by agreement of the parties pursuant to Article 29.08.

29.08 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.

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

ARTICLE 30 ARBITRATION

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

Karine Pelletier
David Lewis
Michael Werier

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

30.03 If the matter is deemed by the Employer or the Union to be one which requires an expedited arbitration process and the Arbitrator named from the list above is not in a position to convene the hearing within twenty-eight (28) days from the date of their selection, then the next arbitrator on the list shall be selected and so forth until an Arbitrator is named. In the event that none of the above is willing to convene a hearing within twenty-eight (28) days, then the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator who is willing to convene the hearing within twenty-eight (28) days from the date of their selection.

In the case of the arbitration being expedited, the decision of the Arbitrator shall be given within twenty-one (21) days of the closing of the arbitration hearing.

Notwithstanding the above, the grieving party may still exercise their right to the expedited process set out in *The Labour Relations Act* for the Province of Manitoba if they so choose without using the process above.

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

30.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching their decision, the Arbitrator shall be governed by the provisions of this Agreement.

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

30.07 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

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

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

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

ARTICLE 31 BULLETIN BOARDS

31.01 The Employer agrees that it will allow the Union to install in each of its two (2) primary work locations a bulletin board for the purpose of posting notices directly relating to the employees. The location and size of such bulletin boards shall be by mutual agreement. The Union will provide a copy of any document posted on the bulletin boards to the Employer's Director of Human Resources. The Union shall be responsible for the maintenance of the posted content.

ARTICLE 32 JOINT ADVISORY COMMITTEE

32.01 A Joint Advisory Committee will be established and maintained, which shall consist of up to four (4) Shop Stewards and up to four (4) representatives from the Employer. The full-time Union Representative may also attend these meetings from time to time. Except by mutual agreement the committee shall meet quarterly for the purpose of discussing matters of mutual concern. Time spent by bargaining unit employees in carrying out the functions of this committee shall be considered as time worked and shall be paid for by the Employer. The committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.

32.02 Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

ARTICLE 33 HARASSMENT/ABUSE

33.01 The Employer and the Union are committed to ensuring that there is no harassment in the workplace. Harassment includes sexual harassment and harassment based on the protected grounds as set forth in *The Human Rights Code* (Manitoba) and/or *The Workplace Safety and Health Act* (Manitoba) (both as amended from time to time). Complaints of harassment shall be investigated and disposed of in accordance with the Employer's Respectful Workplace Policy.

ARTICLE 34 JOB POSTINGS

34.01 Posting of Vacant or New Positions

When the Employer decides to fill a vacancy or create a new position within the bargaining unit, the Employer shall post notice of this on bulletin boards and the Employer's website for a period of at least seven (7) calendar days during which time employees will have the opportunity to apply and be considered for it.

In addition to the above the Employer will email postings to employee's work or personal email.

The notice shall identify the typical duties required, the qualifications and abilities necessary, program, wage rate, anticipated days of work, work location(s), normal starting and quitting times, and the closing date for submitting applications to the Employer.

The Employer will send a copy of all job postings within the bargaining unit to the Union Representative.

The Employer may advertise externally during the posting period.

The Union Representative will be advised of the name of the successful applicant once the job is filled.

34.02 **Selection Process for Vacant or New Positions**

If the Employer assesses two (2) or more applicants as relatively equal (based on such requirements of qualifications, skills, abilities and experience the Employer determines relevant, it being recognized that these may change from time to time depending on the circumstances and the complement of other staff) and one or more of the relatively equal applicants is internal the applicant with the greater seniority be awarded the position.

34.03 **Return to Former Position**

If within three (3) months worked from the date an employee commenced work in a new position the employee proves to be unsatisfactory in the new position to the Employer the employee shall be returned to their former position and former rate of pay without loss of seniority.

If within thirty (30) calendar days worked from the date an employee commenced work in a new position the employee requests to return to their former position, the employee shall be returned to their former position and former rate of pay without loss of seniority.

Any other employee(s) affected may also be returned to their former position(s) and former rate(s) of pay without loss of seniority and without any notice.

34.04 **Temporary Positions**

Temporary Positions shall be filled at the Employer's discretion from existing bargaining unit employees who are interested in performing such work or by hiring a new Temporary Employee.

Existing employees who are assigned to a Temporary Position shall revert to their previous position and job functions at the same time as the position expires.

New Temporary Employees filling a Temporary Position shall be terminated at the expiry of the Temporary Position unless the Temporary Employee is immediately hired as a Permanent Employee at which time the employee's hours worked since the original starting date shall be utilized to establish their seniority.

Any Temporary Position that exceeds the agreed upon duration shall, at the same time, cease to be a Temporary Position and shall automatically be posted for bids as a vacancy, either as a Permanent Position or Term Position. Such position shall be posted in accordance with the provisions contained in Articles 34.01, 34.02, and 34.03 of this Agreement.

After a Temporary Position has been completed, the same position shall not be created again for a period of ninety (90) calendar days unless it has been created to replace an employee absent on medical leave or unless prior written approval is provided by the Union.

The Shop Stewards and Union Representative shall be notified at the time the position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the vacancy.

34.05 **Term Positions**

Term Positions will be posted and filled in accordance with Articles 34.01, 34.02, and 34.03 of this Agreement.

If a Term Position (other than one for the replacement of an employee on maternity/parental leave) exceeds twelve (12) months in duration, it will be converted to a Permanent Position and if the incumbent is a Term Employee the incumbent will be converted to a Permanent Employee (either Part-Time or Full-Time as applicable). A Term Position for the replacement of an employee on maternity/parental leave may be for a duration of up to eighteen (18) months.

Existing employees who are assigned to a Term Position shall revert to their previous position and job functions at the same time as the position expires.

The Shop Stewards and Union Representative shall be notified at the time the term position is filled, and shall be given the name of the person filling the position, the date of commencement of filling the vacancy, and the expected length of the Term Position.

ARTICLE 35 **JOB TRAINING**

35.01 Employees shall be encouraged and may be required to improve their performance by participating in available training programs. Where an employee takes such a program at the order or request of the Employer, the Employer will pay the tuition and authorized expenses. When attendance at a course or training program is mandatory, time spent at the course or training program shall be considered time worked. To accommodate such mandatory training, the Employer may change employee's normal shift schedules to ensure overtime is not required.

ARTICLE 36 EDUCATION AND TRAINING TRUST FUND

36.01 The Employer agrees to make a payment of five hundred (\$500) dollars once per calendar year to the Union's Education and Training Trust Fund.

36.02 The Union shall issue an invoice to the Employer for the five hundred (\$500) dollar payment in April of each year. The Employer will make the payment within twenty-one (21) days following receipt of the invoice from the Union.

ARTICLE 37 TRANSPORTATION

37.01 No employee shall be required to use their own vehicle when performing work for the Employer unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance at the rate equal to that provided by the Province of Manitoba to the Civil Service for each kilometer that the employee's vehicle was used for such purpose.

ARTICLE 38 WINTER SHUTDOWN

38.01 The Employer may in its sole discretion decide to conduct a shut down for the period between Boxing Day and New Year's Day inclusive ("Winter Shutdown"). If a decision is made to conduct a Winter Shutdown, any regular work days that are not observed as general holidays during the shutdown may be granted as days off without loss of pay. If a decision is made to conduct a Winter Shutdown, the Executive Director (or designate) will notify the staff of the closure by November 1 prior to the shutdown.

38.02 If the Employer decides in its sole discretion to conduct a Winter Shutdown for days outside or in addition to the period stipulated in Article 38.01, the Executive Director (or designate) will notify the staff of this closure by November 1 prior to the period.

38.03 If the Employer implements a Winter Shutdown, Part-Time employees will receive payment for each regular work day during the shutdown that is not observed as a general holiday calculated as five percent (5%) of their total gross earnings (excluding overtime) in the four (4) calendar weeks immediately prior to the Winter Shutdown.

38.04 Notwithstanding that they would not normally be performing work during the winter school break, Full-Time or Part-Time Employees occupying a School Year Position will be eligible to receive payment for regular work days during the shutdown that are not observed as General Holidays that are covered by the Winter Shutdown period established by the Employer. Part-Time employees will receive payment pursuant to Article 38.03.

ARTICLE 39 LIMITED PROFESSIONAL DEVELOPMENT EXPENSES

39.01 The Employer will endeavour to continue to offer professional development opportunities for employees subject to budgetary and funding limitations, employee needs, organizational priorities and employment status.

39.02 When required by law, a funder, or requested by the Employer, the Employer will reimburse the fees for employees to acquire and renew the following:

- First Aid/CPR
- Food Safety Course
- Class 4 Drivers Licence (including cost of doctor's medical report)

To be eligible, proof of payment must be submitted by the employee to the Employer within thirty (30) days of payment.

ARTICLE 40 ANNUAL PROFESSIONAL REGISTRATION AND INSURANCE

40.01 The Employer agrees to reimburse the fees for Social Worker's annual registration dues and insurance premiums.

To be eligible, proof of payment must be submitted by the employee to the Employer within thirty (30) days of payment.

ARTICLE 41 SECURITY CHECKS

41.01 When required by law, a funder, or requested by the employer, the Employer will reimburse the fees for acquiring renewals of the following:

- Child Abuse Registry Check
- Criminal Record/ Vulnerable Sector Check
- Drivers Abstract

To be eligible, proof of payment must be submitted by the employee to the Employer within thirty (30) days of payment.

ARTICLE 42 STAFF POLICY MANUALS/HANDBOOK

42.01 The Employer agrees to supply the Union and the Shop Stewards, who request same, with a copy of the Employer's Staff Policy Manual and/or handbook applicable to bargaining unit employees.

ARTICLE 43 STRIKES AND LOCKOUTS

43.01 The Union and all its representatives agree that there shall be no strikes, picketing, sit downs, slowdowns, or suspensions of or interferences with work during the term of this Agreement.

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

ARTICLE 44 HEALTH AND WELFARE BENEFITS REFERRAL

44.01 Health and Welfare benefits shall be as contained in Appendix “A” of this Agreement and shall form part of this agreement.

ARTICLE 45 EXPIRATION AND RENEWAL

45.01 This Agreement shall be in effect from Date of Ratification, and shall remain in effect until March 31, 2025, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

SIGNED THIS 28th DAY OF MARCH, 2022.

FOR THE UNION:

FOR THE COMPANY:

Lígia Mariz

Shereen Denetto

Mohamed Mohamed

Lawrence Deane

Hozan Ibrahim

Gloria Rengifo

Joe Carreiro

Tim Froese

Jeff Traeger

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each eligible employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. New eligible employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits.

A-2 Paid Sick Leave Benefits

A-2.01 A paid sick leave benefit shall accrue to each Permanent Full-Time Employee or Term Full-Time employee at the rate of one (1) day for each one hundred and sixty-two (162) paid regular hours, to a maximum accumulation of twelve (12) days (ninety (90) hours maximum). Such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for each day of such absence.

A-2.02 A paid sick leave benefit shall accrue to each Permanent Part-time Employee or Term Part-Time Employee at the rate of seven and one-half (7.5) hours for each one hundred and sixty-two (162) paid regular hours, to a maximum accumulation of a prorated twelve (12) days (e.g. a Part -Time employee with a 0.5 FTE may accumulate a maximum of six (6) Full-Time Equivalent days, or forty-five (45) hours). Such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate of pay for the number of days scheduled for the day of absence. Sick leave pay for Part-Time employees shall be applied only to absences which occur on the employee's regularly scheduled work days and work hours.

A-2.03 Accrual of paid sick leave benefits shall commence with the eligible employee's date of hire but shall not be available for use until the eligible employee has completed their probationary period.

A-2.04 Sick leave credits may be used by an employee for any non-occupational sickness and/or accident. An employee may use sick leave credits for a partial day, in which case only the hours of work missed will be deducted from the employee's sick leave credits.

A-2.05 The Employer retains the right to require an employee to provide satisfactory medical proof in the form of a medical certificate to substantiate any claim for sick leave three (3) or more consecutive work days, to confirm an inability to perform their duties due to illness or injury or to confirm an employee's fitness to return to work.

Notwithstanding, the Employer may establish a requirement for an employee with high absenteeism to provide a medical certificate to substantiate any single absence.

A-2.06 When an employee resigns, retires or otherwise has their employment terminated, unused sick leave credits will not be paid out.

A-2.07 Sick leave shall only be paid until such time as the employee is eligible to apply for Employment Insurance Sick Benefits. Sick leave is not payable when an employee is eligible to apply for Employment Insurance Sick Leave Benefits, Workers Compensation Benefits, Long Term Disability Benefits or any other loss of wages insurance.

A-2.08 The employee will have access to their sick leave balance through the employer's payroll system.

A-2.09 An employee who is unable to report for work due to illness or injury shall inform the Employer as early as possible and within a reasonable timeframe depending on the time of the day and other considerations. Approved sick leave must be processed by the employee through the Employer's payroll system as a time off request.

A-2.10 The unused portion of sick leave at the end of a fiscal year will be carried over to the following fiscal year. The maximum accumulation at any time will continue to be twelve (12) days (ninety (90) hours) of sick leave (prorated for Part-Time employees as above).

A-3 Employee Group Benefits

A-3.01 Except as provided elsewhere, the Employer will provide and maintain an Employee Group Benefits program at benefit levels on the whole equal to or better than the current levels. Should alternate benefit levels be considered, the Employer will consult with the Union and employees prior to any change.

A-3.02 The following are the benefits provided by the Employee Group Benefits program subject to the conditions and limitations each particular Plan document:

- (a) Life Insurance and Dependent Life Insurance.
- (b) Accidental Death and Dismemberment Insurance.
- (c) Long Term Disability Insurance.
- (d) Extended Health Insurance.
- (e) Dental Plan Coverage.

A-3.03 Only Permanent Full-Time Employees and Permanent Part-Time Employees that are normally scheduled to work greater than twenty (20) hours in a week are eligible to participate in the Employee Group Benefits program. Eligibility for coverage and benefits shall be subject to all the terms and conditions of the applicable Plan after completion of ninety (90) days of employment or the applicable Plan's waiting period.

A-3.04 Eligible Employees will be required to pay 100% of the premiums for the Life Insurance and Dependent Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability Insurance (the "Mandatory Plans"). All eligible employees must enrol for these benefits.

A-3.05 Participation in the Extended Health Plan and Dental Plan are optional (the "Optional Plans") if the employee provides proof of coverage under another plan (e.g. a spouse's plan) acceptable to the insurer. For eligible employees participating in the Optional Plans and the Mandatory Plans, the Employer will contribute up to a maximum of seventy-five percent (75%) of the total premiums for the Optional Plans and Mandatory Plans, dependant on the amount of the employee premiums for the Mandatory Plans. Examples:

Example 1 - if the employee's premiums for the Mandatory Plans are \$20.00 and the premiums for the Optional Plans are \$80.00, the Employer's contribution to the premiums will be \$75.00 and the employee would pay \$25.00.

Example 2 - if the employee's premiums for the Mandatory Plans are \$30.00 and the premiums for the Optional Plans are \$70.00, the Employer's contribution to the premiums will be \$70.00 and the employee would pay \$30.00.

A-3.06 Employee Group Benefits will be suspended during periods of maternity/parental leave unless the eligible employee opts to extend coverage during the period of the leave and pays 100% of the premiums during the period of the leave.

Employee Group Benefits will be suspended during any other period of unpaid leave of greater than five (5) days unless the eligible employee opts to extend coverage during the period of the leave and pays 100% of the premiums during the period of the leave. The maximum period of extension pursuant to this provision is four (4) months, after which Employee Group Benefits will be suspended.

A.3.07 Participation in Employee Group Benefits will cease upon the employee's last day worked upon layoff or termination of employment.

A.3.08 The rights of eligible employees in respect of insurance coverage and the settlement of all claims arising out of such coverage shall be in accordance with the terms and conditions of such plans, and all disputes concerning claims shall be resolved between the employee and the insurance carrier pursuant to the adjudication

and/or dispute resolution mechanisms in such policies rather than the grievance and arbitration procedure of this agreement.

A-4 Retirement Savings Plan Benefits

A-4.01 Permanent Full-Time Employees and Permanent Part-Time Employees are eligible to receive Retirement Savings Plan Benefits as set forth below.

A-4.02 The Employer shall make quarterly contributions directly into an eligible employee's RRSP account. The quarterly contribution will be determined based on the number of eligible hours worked by the employee during the previous quarterly period (e.g. hours worked in the first fiscal quarter will be used to calculate payment to be made in the second fiscal quarter).

A-4.03 The amount of the contribution each eligible employee is entitled to receive shall be based on the employee's eligible hours worked. After completion of 1950 eligible hours worked, the contribution shall be calculated using the following:

- (a) For eligible hours worked after 1951 hours and up to 3900 hours, \$0.256 per hour worked (for a maximum total of \$500.00 per 1950 eligible hours of work).
- (b) For eligible hours worked after 3901 hours and up to 5850 hours, \$0.513 per hour (for a maximum total of \$1,000.00 per 1950 eligible hours of work).
- (c) For eligible hours worked after 5851 hours and up to 7800 hours, \$0.769 per hour (for a maximum total of \$1,500.00 per 1950 eligible hours of work).
- (d) For eligible hours worked after 7801 hours and up to 9750 hours, \$1.282 per hour (for a maximum total of \$2,500.00 per 1950 eligible hours of work).
- (e) For eligible hours worked after 9751 hours, \$2.564 per hour (for a maximum total of \$5,000.00 per 1950 eligible hours of work).

A-4.04 RRSP contributions will be reflected on the T4 in the year of receipt of the funds in compliance with CRA regulations.

A-4.05 The employee is responsible for ensuring they have opened an RRSP account, have communicated the account information to the finance department, and have sufficient contribution room in their RRSP prior to receiving a contribution payment.

A-4.06 “Eligible hours worked” for the purpose of this policy means the following paid hours: regular hours paid, banked hours paid, paid general holiday pay, paid sick leave hours and paid vacation hours.

A-4.07 Employees on unpaid maternity and parental leave will be permitted to have the period of time on leave used toward progression in the formula above to a maximum of 1950 hours, without generating a payment.

For example, a Full-Time employee with 2000 hours prior to their maternity/parental leave that takes a twelve (12) month maternity/parental leave will have 1950 hours recognized for progression purposes. Prior to the leave, the employee was eligible to receive RRSP contributions at the rate in level (a), and upon return to work following a twelve (12) month leave the leave will be eligible to receive RRSP contributions at the rate in level (b) commencing with a credit of 3950 hours. No RRSP contribution payment will be generated for the period of time that the employee is on unpaid leave.

The maximum number of hours to be used for this progression is 1950 for any maternity/parental leave period, regardless of whether the employee is on leave for twelve (12) months or greater than twelve (12) months. The progression hours will be prorated if the employee is on leave for a period of less than twelve (12) months (e.g. 975 hours for a leave of six (6) months). The progression hours will be pro-rated for Part-Time employees.

APPENDIX "B"

WAGES

B-1.01 Wage Schedules

Effective April 1, 2021

Job Category	Positions in Job Category	Level 1 (Starting)	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A	Urban Green Team	\$ 14.16	\$ 14.44	\$ 14.73	\$ 15.02	\$ 15.32		
B	ASP Driver Grocery Shuttle Driver ASP Summer Program Support Worker (CSJ) Sanitizer, Screener & Cleaner	\$ 15.49	\$ 15.80	\$ 16.12	\$ 16.44	\$ 16.77		
C	Permanent Child Care Assistant ASP Cook ASP Hockey Coach	\$ 15.73	\$ 16.04	\$ 16.37	\$ 16.70	\$ 17.03		
D	Life Skills Worker Greening Coordinator Inclusion Support Worker Program Support Worker (ASP/HEY) Common Ground Community Outreach Worker NLI Program Assistant	\$ 17.55	\$ 17.90	\$ 18.26	\$ 18.63	\$ 19.00		
E		\$ 18.44	\$ 18.81	\$ 19.19	\$ 19.57	\$ 19.96		
F	ACBP Program Assistant ECD Hub Assistant Housing Assistant Common Ground Project Assistant Finance & Operations Program Assistant HEY Educational Assistant Sports Program Assistant VCSP Program Assistant Lead Program Support Worker Immigration Loan RP Facilitator Youth & Family Support Worker Newcomer Children's Skating Instructor	\$ 18.85	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.41		
G	Access to Benefits Navigator Family Settlement Coordinator CRP Specialist/Evaluator	\$ 20.38	\$ 20.79	\$ 21.21	\$ 21.63	\$ 22.06		
H	Early Childhood Educator (ECE) II	\$ 20.86	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.58	\$ 23.03	\$ 23.49
I	ECD Hub Coordinator VCSP Coordinator Fund Development Specialist IT Support Specialist Procurement and Asset Management Specialist Girls' Sports Program Coordinator Program Assistant to Director of Programming	\$ 22.15	\$ 22.59	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.46	\$ 24.95
J		\$ 24.07	\$ 24.55	\$ 25.04	\$ 25.54	\$ 26.05	\$ 26.57	\$ 27.10
K	Communications Specialist Research Project Coordinator	\$ 25.20	\$ 25.70	\$ 26.21	\$ 26.73	\$ 27.26	\$ 27.81	\$ 28.37
L	Social Worker	\$ 26.70	\$ 27.23	\$ 27.77	\$ 28.33	\$ 28.90	\$ 29.48	\$ 30.07

Effective April 1, 2022

Job Category	Positions in Job Category	Level 1 (Starting)	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A	Urban Green Team	\$ 14.62	\$ 14.91	\$ 15.21	\$ 15.51	\$ 15.82		
B	ASP Driver Grocery Shuttle Driver ASP Summer Program Support Worker (CSJ) Sanitizer, Screener & Cleaner	\$ 15.99	\$ 16.31	\$ 16.64	\$ 16.97	\$ 17.31		
C	Permanent Child Care Assistant ASP Cook ASP Hockey Coach	\$ 16.24	\$ 16.56	\$ 16.89	\$ 17.23	\$ 17.57		
D	Life Skills Worker Greening Coordinator Inclusion Support Worker Program Support Worker (ASP/HEY) Common Ground Community Outreach Worker NLI Program Assistant	\$ 18.12	\$ 18.48	\$ 18.85	\$ 19.23	\$ 19.61		
E		\$ 19.04	\$ 19.42	\$ 19.81	\$ 20.21	\$ 20.61		
F	ACBP Program Assistant ECD Hub Assistant Housing Assistant Common Ground Project Assistant Finance & Operations Program Assistant HEY Educational Assistant Sports Program Assistant VCSP Program Assistant Lead Program Support Worker Immigration Loan RP Facilitator Youth & Family Support Worker Newcomer Children's Skating Instructor	\$ 19.46	\$ 19.85	\$ 20.25	\$ 20.66	\$ 21.07		
G	Access to Benefits Navigator Family Settlement Coordinator CRP Specialist/Evaluator	\$ 21.04	\$ 21.46	\$ 21.89	\$ 22.33	\$ 22.78		
H	Early Childhood Educator (ECE) II	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27
I	ECD Hub Coordinator VCSP Coordinator Fund Development Specialist IT Support Specialist Procurement and Asset Management Specialist Girls' Sports Program Coordinator Program Assistant to Director of Programming	\$ 22.87	\$ 23.33	\$ 23.80	\$ 24.28	\$ 24.77	\$ 25.27	\$ 25.78
J		\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00
K	Communications Specialist Research Project Coordinator	\$ 26.02	\$ 26.54	\$ 27.07	\$ 27.61	\$ 28.16	\$ 28.72	\$ 29.29
L	Social Worker	\$ 27.57	\$ 28.12	\$ 28.68	\$ 29.25	\$ 29.84	\$ 30.44	\$ 31.05

Effective April 1, 2023

Job Category	Positions in Job Category	Level 1 (Starting)	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A	Urban Green Team	\$ 14.91	\$ 15.21	\$ 15.51	\$ 15.82	\$ 16.14	\$ 16.46	
B	ASP Driver Grocery Shuttle Driver ASP Summer Program Support Worker (CSJ) Sanitizer, Screener & Cleaner	\$ 16.31	\$ 16.64	\$ 16.97	\$ 17.31	\$ 17.66	\$ 18.01	
C	Permanent Child Care Assistant ASP Cook ASP Hockey Coach	\$ 16.56	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.92	\$ 18.28	
D	Life Skills Worker Greening Coordinator Inclusion Support Worker Program Support Worker (ASP/HEY) Common Ground Community Outreach Worker NLI Program Assistant	\$ 18.48	\$ 18.85	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.40	
E		\$ 19.42	\$ 19.81	\$ 20.21	\$ 20.61	\$ 21.02	\$ 21.44	
F	ACBP Program Assistant ECD Hub Assistant Housing Assistant Common Ground Project Assistant Finance & Operations Program Assistant HEY Educational Assistant Sports Program Assistant VCSP Program Assistant Lead Program Support Worker Immigration Loan RP Facilitator Youth & Family Support Worker Newcomer Children's Skating Instructor	\$ 19.85	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92	
G	Access to Benefits Navigator Family Settlement Coordinator CRP Specialist/Evaluator	\$ 21.46	\$ 21.89	\$ 22.33	\$ 22.78	\$ 23.24	\$ 23.70	
H	Early Childhood Educator (ECE) II	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27	\$ 24.76
I	ECD Hub Coordinator VCSP Coordinator Fund Development Specialist IT Support Specialist Procurement and Asset Management Specialist Girls' Sports Program Coordinator Program Assistant to Director of Programming	\$ 23.33	\$ 23.80	\$ 24.28	\$ 24.77	\$ 25.27	\$ 25.78	\$ 26.30
J		\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56
K	Communications Specialist Research Project Coordinator	\$ 26.54	\$ 27.07	\$ 27.61	\$ 28.16	\$ 28.72	\$ 29.29	\$ 29.88
L	Social Worker	\$ 28.12	\$ 28.68	\$ 29.25	\$ 29.84	\$ 30.44	\$ 31.05	\$ 31.67

Effective October 1, 2023

Job Category	Positions in Job Category	Level 1 (Starting)	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A	Urban Green Team	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89	
B	ASP Driver Grocery Shuttle Driver ASP Summer Program Support Worker (CSJ) Sanitizer, Screener & Cleaner	\$ 16.31	\$ 16.64	\$ 16.97	\$ 17.31	\$ 17.66	\$ 18.01	
C	Permanent Child Care Assistant ASP Cook ASP Hockey Coach	\$ 16.56	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.92	\$ 18.28	
D	Life Skills Worker Greening Coordinator Inclusion Support Worker Program Support Worker (ASP/HEY) Common Ground Community Outreach Worker NLI Program Assistant	\$ 18.48	\$ 18.85	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.40	
E		\$ 19.42	\$ 19.81	\$ 20.21	\$ 20.61	\$ 21.02	\$ 21.44	
F	ACBP Program Assistant ECD Hub Assistant Housing Assistant Common Ground Project Assistant Finance & Operations Program Assistant HEY Educational Assistant Sports Program Assistant VCSP Program Assistant Lead Program Support Worker Immigration Loan RP Facilitator Youth & Family Support Worker Newcomer Children's Skating Instructor	\$ 19.85	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92	
G	Access to Benefits Navigator Family Settlement Coordinator CRP Specialist/Evaluator	\$ 21.46	\$ 21.89	\$ 22.33	\$ 22.78	\$ 23.24	\$ 23.70	
H	Early Childhood Educator (ECE) II	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27	\$ 24.76
I	ECD Hub Coordinator VCSP Coordinator Fund Development Specialist IT Support Specialist Procurement and Asset Management Specialist Girls' Sports Program Coordinator Program Assistant to Director of Programming	\$ 23.33	\$ 23.80	\$ 24.28	\$ 24.77	\$ 25.27	\$ 25.78	\$ 26.30
J		\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56
K	Communications Specialist Research Project Coordinator	\$ 26.54	\$ 27.07	\$ 27.61	\$ 28.16	\$ 28.72	\$ 29.29	\$ 29.88
L	Social Worker	\$ 28.12	\$ 28.68	\$ 29.25	\$ 29.84	\$ 30.44	\$ 31.05	\$ 31.67

Effective April 1, 2024

Job Category	Positions in Job Category	Level 1 (Starting)	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A	Urban Green Team	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89	\$ 17.23	
B	ASP Driver Grocery Shuttle Driver ASP Summer Program Support Worker (CSJ) Sanitizer, Screener & Cleaner	\$ 16.64	\$ 16.97	\$ 17.31	\$ 17.66	\$ 18.01	\$ 18.37	
C	Permanent Child Care Assistant ASP Cook ASP Hockey Coach	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.92	\$ 18.28	\$ 18.65	
D	Life Skills Worker Greening Coordinator Inclusion Support Worker Program Support Worker (ASP/HEY) Common Ground Community Outreach Worker NLI Program Assistant	\$ 18.85	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.40	\$ 20.81	
E		\$ 19.81	\$ 20.21	\$ 20.61	\$ 21.02	\$ 21.44	\$ 21.87	
F	ACBP Program Assistant ECD Hub Assistant Housing Assistant Common Ground Project Assistant Finance & Operations Program Assistant HEY Educational Assistant Sports Program Assistant VCSP Program Assistant Lead Program Support Worker Immigration Loan RP Facilitator Youth & Family Support Worker Newcomer Children's Skating Instructor	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92	\$ 22.36	
G	Access to Benefits Navigator Family Settlement Coordinator CRP Specialist/Evaluator	\$ 21.89	\$ 22.33	\$ 22.78	\$ 23.24	\$ 23.70	\$ 24.17	
H	Early Childhood Educator (ECE) II	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.79	\$ 24.27	\$ 24.76	\$ 25.26
I	ECD Hub Coordinator VCSP Coordinator Fund Development Specialist IT Support Specialist Procurement and Asset Management Specialist Girls' Sports Program Coordinator Program Assistant to Director of Programming	\$ 23.80	\$ 24.28	\$ 24.77	\$ 25.27	\$ 25.78	\$ 26.30	\$ 26.83
J		\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13
K	Communications Specialist Research Project Coordinator	\$ 27.07	\$ 27.61	\$ 28.16	\$ 28.72	\$ 29.29	\$ 29.88	\$ 30.48
L	Social Worker	\$ 28.68	\$ 29.25	\$ 29.84	\$ 30.44	\$ 31.05	\$ 31.67	\$ 32.30

B-1.02 Incremental Increases

“Eligible hours worked” for the purpose of this Appendix means the following paid hours: regular hours paid, banked hours paid, paid general holiday pay, paid sick leave hours and paid vacation hours.

Employees on unpaid maternity and parental leave will be permitted to have the period of time on leave used toward progression in the formula above to a maximum of 1950 hours, without generating a payment.

Incremental increases are applied for Full Time Employees and Part Time Employees after 1950 of eligible hours worked. After completion of 1950 eligible hours worked within a level of pay, an employee will progress from that level of pay to the next level of pay. Adjustments from one level to the next are generally conducted each quarter, with retroactive application to the date the employee acquired the 1950 eligible hours worked. Incremental increases will continue to be applied after each 1950 eligible hours worked until an employee is at the highest level of pay for the applicable Job Category.

When a Full Time Employee or Part Time Employee is the successful applicant for a job posting for a position in a higher Job Category, the employee will be placed at the Level in the Job Category that provides the employee with an increase from the rate of pay the employee was receiving prior to the successful application. The employee will thereafter be eligible for incremental increases after completion of 1950 eligible hours of work within the level of pay in accordance with the paragraph above.

B-1.03 Job Descriptions

All existing job descriptions for bargaining unit positions shall be provided to the Union Representative via email within thirty (30) days of ratification of this Collective Agreement. If a new bargaining unit position is created during the term of this Collective Agreement, the job description for the new bargaining unit position will be provided to the Union Representative via email.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

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

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

“The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Accounting Department of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement (password protected) of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.”

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

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize _____ to use my SIN for identification purposes and to verify union dues received and make payments to me as required by (Cross out) _____ if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)			
COMPANY NAME		JOB NO./LOC./A/P		DEPARTMENT/NO.		
CLASSIFICATION	FLOOR NO.		FULL-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>	OTHER <input type="checkbox"/>
There is no charge for membership in the United Food & Commercial Workers International Union and I agree that all monies paid by me shall be for the benefit of the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I have read and understand the terms and conditions of the Agreement between the United Food & Commercial Workers International Union and the Employer and I agree to be bound by the terms and conditions of the Agreement. I agree to be represented by the United Food & Commercial Workers International Union through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has a commitment from third parties that receive personal information from the Union and I agree that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.						
APPLICANT'S SIGNATURE			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) 786-5055 or 1-888-832-9832.